

Scan/web

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

Form Approved  
OMB No. 9000-0002  
Expires Oct 31, 2004

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

1. SOLICITATION NUMBER  <b>SP0750-05-R-3339</b>	2. (X one) <table border="1"><tr><td><input type="checkbox"/></td><td>a. INVITATION FOR BID (IFB)</td></tr><tr><td><input checked="" type="checkbox"/></td><td>b. REQUEST FOR PROPOSAL(RFP)</td></tr><tr><td><input type="checkbox"/></td><td>c. REQUEST FOR QUOTATION (RFQ)</td></tr></table>	<input type="checkbox"/>	a. INVITATION FOR BID (IFB)	<input checked="" type="checkbox"/>	b. REQUEST FOR PROPOSAL(RFP)	<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE  <b>2004 NOV 15 1:00 PM</b>
<input type="checkbox"/>	a. INVITATION FOR BID (IFB)							
<input checked="" type="checkbox"/>	b. REQUEST FOR PROPOSAL(RFP)							
<input type="checkbox"/>	c. REQUEST FOR QUOTATION (RFQ)							

**INSTRUCTIONS**

**Note:** The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements in prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or Instructions to Offerors - Competitive Acquisition".

4. ISSUING OFFICE (Complete mailing address, including Zip Code)  <b>Defense Supply Center Columbus P.O. Box 3990 Columbus, OH 43218-3990</b>	5. ITEMS TO BE PURCHASED (Brief description)  <b>1055-00-888-1072 COMPENSATOR. STEEL.</b>
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6. PROCUREMENT INFORMATION (X and complete as applicable)	
<input type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED
<input checked="" type="checkbox"/>	b. THIS PROCUREMENT IS <u>100</u> % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: <u>332995</u>
<input type="checkbox"/>	c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____
<input type="checkbox"/>	d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.

7. ADDITIONAL INFORMATION <b>SEE PAGES 2 -3 FOR ADDITIONAL REQUIREMENTS/CLARIFICATION.</b>
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8. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial) <b>Donald Tam, PLLECB4</b>	b. ADDRESS (Include Zip Code) <b>Defense Supply Center Columbus P.O. Box 3990 Columbus, OH 43218-3990</b>
c. TELEPHONE NUMBER (Include Area Code and Extension) <b>(614) 692-1592</b>	d. E-MAIL ADDRESS <b>Donald.Tam@dla.mil</b>

9. REASONS FOR NO RESPONSE (X all that apply)	
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER (Specify)
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

10. MAILING LIST INFORMATION (X one)	
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.	
11a. COMPANY NAME	b. ADDRESS (Include Zip Code)

c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) DATE SIGNED (yyyymmdd)

FOLD

FOLD

FROM

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER <b>SP0750-05-R-3339</b>	
DATE (YYMMDD) <b>2004 NOV 15</b>	LOCAL TIME <b>1:00 PM</b>

**TO Defense Supply Center Columbus  
ATTN: DSCC-PBA (Bldg. 20, Room A2N233)  
P.O. Box 3990  
Columbus, OH 43218-3990**

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <b>-&gt;</b>		RATING <b>DOA5</b>	PAGE OF PAGES <b>1 33</b>
2. CONTRACT NO.	3. SOLICITATION NO. <b>SP0750-05-R-3339</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>2004 OCT 15</b>	6. REQUISITION/PURCHASE NO. <b>See Schedule</b>
7. ISSUED BY <b>Defense Supply Center Columbus P.O. Box 3990 Columbus, OH 43218-3990</b>		CODE <b>SP0700</b>	8. ADDRESS OFFER TO (If other than Item 7) <b>Defense Supply Center Columbus ATTN: DSCC-PBA (Bldg. 20, Room A2N233) P.O. Box 3990 Columbus, OH 43218-3990 For courier service and facsimile numbers--See Block 9</b>		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Lobby (Bid Box), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM local time 2004 NOV 15  
FAX Number(s): (614) 692-4275 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.  
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: <b>-&gt;</b>	A. NAME <b>Donald Tam, PLLECB4</b>	
	B. PHONE / FAX (NO COLLECT CALLS) <b>(614) 692-1592 / FAX: (614) 692-3361</b>	C. E-MAIL ADDRESS <b>Donald.Tam@dla.mil</b>

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
<b>X</b>	<b>A</b>	SOLICITATION/CONTRACT FORM	<b>1</b>	<b>X</b>	<b>I</b>	CONTRACT CLAUSES	<b>17</b>
<b>X</b>	<b>B</b>	SUPPLIES OR SERVICES AND PRICES/COSTS	<b>4</b>	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
	<b>C</b>	DESCRIPTION/SPECS./WORK STATEMENT		<b>X</b>	<b>J</b>	LIST OF ATTACHMENTS	<b>21</b>
<b>X</b>	<b>D</b>	PACKAGING AND MARKING	<b>14</b>	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
<b>X</b>	<b>E</b>	INSPECTION AND ACCEPTANCE	<b>15</b>	<b>X</b>	<b>K</b>	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	<b>22</b>
<b>X</b>	<b>F</b>	DELIVERIES OR PERFORMANCE	<b>15</b>			INSTRS., CONDS., AND NOTICES TO OFFERORS	
	<b>G</b>	CONTRACT ADMINISTRATION DATA		<b>X</b>	<b>L</b>	INSTRS., CONDS., AND NOTICES TO OFFERORS	<b>24 &amp; 26</b>
<b>X</b>	<b>H</b>	SPECIAL CONTRACT REQUIREMENTS	<b>16</b>	<b>X</b>	<b>M</b>	EVALUATION FACTORS FOR AWARD	<b>25 &amp; 30</b>

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: <b>-&gt;</b> )	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
15D. FAX NO.	15E. E-MAIL ADDRESS			

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 41 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <b>-&gt;</b>	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Solicitation Number:

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## FOR EVALUATION PURPOSES:

Multiplying the proposed unit price times the quantity indicated in clause I16D20 to arrive at a total yearly price will derive the evaluated contract price. All five (5) years will be added together to arrive at the total evaluated price per clause M17A03.

Note: It is anticipated that estimated quantities listed in clause I16D20 for the basic year to remain constant through all option years.

First Article Test requirement applies to only one (1) NSN (5 units within 90 days). See clause I09D03/I09D04 for details.

Split awards may be considered (Each NSN awarded on a separate contract). In the event of a SPLIT AWARD, the minimum for the individual NSN actually awarded to each offeror will determine the minimum quantity value of that offeror's award.

The solicitation is for stock replacement only and not intended for DVD (Direct Vendor Delivery) shipments.

First Article Test Delivery Calculation Worksheet for NSN:  
1005-01-134-3633

PLEASE COMPLETE THIS DELIVERY TABLE. THE 'TOTAL DELIVERY DAYS' IS THE DELIVERY DAYS YOU SHOULD ENTER FOR THE DELIVERY OF THE PRODUCTION CLIN(s):

\_\_\_\_\_ (A) DAYS TO DELIVER FAT UNITS/REPORT

+ 30 (B) DAYS FOR GOVERNMENT APPROVAL/DISAPPROVAL

\_\_\_\_\_ (C) DAYS AFTER FAT APPROVAL OF FAT TO DELIVER FINAL QUANTITY

\_\_\_\_\_ TOTAL DELIVERY DAYS (A+B+C)

## CLAUSE I16A17 ORDER LIMITATIONS:

NSN: 1005-01-134-3633

(a) Minimum Order. 580 each

(b) Maximum Order. The contractor is not obligated to honor - (1) Any order for a single item in excess of 23,330 each for stock (2) Any order for a combination of items in excess of 23,330 each.

NSN: 1055-00-888-1072

(a) Minimum Order. 115 each

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(b) Maximum Order. The contractor is not obligated to honor - (1) Any order for a single item in excess of 2,493 each for stock (2) Any order for a combination of items in excess of 2,493 each.

## SECTION B

PR: IQC04244007003  
NSN: 1005-01-134-3633

ITEM DESCRIPTION:  
COMPENSATOR. STEEL.

DRAWING CITED IS SUBJECT TO EXPORT-CONTROL REGULATIONS AND DISTRIBUTION IS LIMITED TO THOSE CONTRACTORS QUALIFIED TO RECEIVE RESTRICTED DRAWINGS AS LISTED ON THE CERTIFIED CONTRACTORS ACCESS LIST (CCAL).

APPLICATION MUST BE MADE ON DD FORM 2345, 'MILITARY CRITICAL TECHNICAL DATA AGREEMENT'. COPIES OF THIS FORM ARE AVAILABLE AT THE WORLD WIDE WEB ADDRESS [HTTP://WWW.DLIS.DLA.MIL/JCP](http://www.dlis.dla.mil/jcp) OR BY WRITING TO:

UNITED STATES/CANADA JOINT CERTIFICATION OFFICE  
DEFENSE LOGISTICS INFORMATION SERVICE  
FEDERAL CENTER  
74 WASHINGTON AVE, NORTH  
BATTLE CREEK, MI 49017-3084

CONTRACTS WILL BE AWARDED ONLY TO THOSE CONTRACTORS APPEARING ON THE CCAL PRIOR TO AN AWARD.

THIS NSN CONTAINS ONE OR MORE COMPONENTS WHICH MUST MEET QPL/QML SPECIFICATIONS. BY SUBMITTING AN OFFER, THE OFFEROR AGREES TO PROVIDE QPL/QML COMPONENTS ONLY FROM SOURCES QUALIFIED ON THE APPLICABLE QPL(S)/QML(S).

'CLASS I OZONE DEPLETING CHEMICALS ARE NOT TO BE USED NOR INCORPORATED IN ANY ITEMS TO BE DELIVERED UNDER THIS CONTRACT. THIS PROHIBITION SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT DOES NOT ALLEVIATE ANY PRODUCT REQUIREMENTS. SUBSTITUTE CHEMICALS MUST BE SUBMITTED FOR APPROVAL UNLESS THEY ARE AUTHORIZED BY THE SPECIFICATION REQUIREMENTS.'

'MANUFACTURE OF THE REQUIRED ITEM REQUIRES THE USE OF COLT'S MANUFACTURING COMPANY, INC. (COLT) PROPRIETARY DATA.

THE DATA CAN ONLY BE TRANSMITTED AND USED BY CONTRACTORS WITHIN THE UNITED STATES, ITS TERRITORIES AND POSSESSIONS. CANADIAN AND

CONTINUED ON NEXT PAGE

**SECTION B**

MEXICAN MANUFACTURES AS WELL AS OTHER FOREIGN COUNTRIES ARE NOT ALLOWED TO RECEIVE THE DATA.

'THE DATA RELEASED PURSUANT TO THIS PROCUREMENT WAS FURNISHED UNDER A LIMITED USE LICENSE AGREEMENT WITH COLT, FOR GOVERNMENT USE IN THE MANUFACTURE OF THESE ITEMS. ANY USE CONTRARY TO DFARS 252.227-7025 WILL GIVE RISE TO THIRD PARTY BENEFICIARY RIGHTS TO COLT. YOU MUST RETAIN THE COLT MARKINGS ON THE DRAWINGS INTACT AND DESTROY THE DOCUMENTS IN ACCORDANCE WITH THE INSTRUCTION ISSUED BY THE RESPONSIBLE CONTRACTING OFFICER UPON COMPLETION OF THE TASK FOR WHICH THE DOCUMENTS WERE ISSUED.'

FIRST ARTICLE TEST APPLIES-SQAP 9349051,5/15/02

PROCESS PROCEDURES AND OR WORKMANSHIP SPECIMENS REQUIRED BY MILITARY SPECIFICATION (S) APPLICABLE TO THIS CONTRACT WILL BE APPROVED BY THE ACTIVITY RESPONSIBLE FOR THE ADMINISTRATION OF THE CONTRACT.

DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION TESTING, IS HEREBY INCORPORATED, AND MAY BE INVOKED AT THE DISCRETION OF THE PROCUREMENT ACTIVITY.

FULL AND OPEN COMPETITION APPLIES.

CRITICAL APPLICATION ITEM

I/A/W DRAWING NR 19200 9349051  
BASIC DTD 1982 JUN 09  
AMEND NR F DTD 2001 APR 06  
TYPE NUMBER:  
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 19200 9349051  
REFNO DTD 1982 JUN 14  
AMEND NR E DTD 2000 OCT 31  
TYPE NUMBER:  
SUPPLEMENTARY QUALITY ASSURANCE PROVISIONS  
(SQAP) OR QUALITY ASSURANCE PROVISIONS (QAP)

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## SECTION B

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PR: IQC04257007010

NSN: 1055-00-888-1072

## ITEM DESCRIPTION:

SAFETY, GRENADE LAUNCHER. STEEL. EXCEPTION TO  
DRAWING: DISREGARD THE CALL OUT OF SPECIFICATION  
VV-L-800, ON THE SQAP, FOR DRAWING 8448773.  
USE MIL-W-63150 I/L/O SQAP-APPENDIX-RIA

'CLASS I OZONE DEPLETING CHEMICALS ARE NOT TO BE  
USED NOR INCORPORATED IN ANY ITEMS TO BE  
DELIVERED UNDER THIS CONTRACT. THIS PROHIBITION  
SUPERSEDES ALL SPECIFICATION REQUIREMENTS BUT  
DOES NOT ALLEVIATE ANY PRODUCT REQUIREMENTS.  
SUBSTITUTE CHEMICALS MUST BE SUBMITTED FOR  
APPROVAL UNLESS THEY ARE AUTHORIZED BY THE  
SPECIFICATION REQUIREMENTS.'

MERCURY FREE - THE ITEM FURNISHED SHALL CONTAIN  
NO MERCURY OR MERCURY COMPOUNDS AND SHALL BE  
FREE FROM MERCURY CONTAMINATION IAW DSCC DWG.  
16236 CS-4320-0442. DRAWING CAN BE OBTAINED  
FROM DSCC DIBBS WEBSITE DURING THE PROCUREMENT  
PROCESS - [HTTP://DIBBS.DSCC.DLA.MIL/](http://DIBBS.DSCC.DLA.MIL/)

THIS NSN CONTAINS ONE OR MORE COMPONENTS WHICH  
MUST MEET QPL/QML SPECIFICATIONS. BY SUBMITTING  
AN OFFER, THE OFFEROR AGREES TO PROVIDE QPL/QML  
COMPONENTS ONLY FROM SOURCES QUALIFIED ON THE  
APPLICABLE QPL(S)/QML(S).

'CONTRACTOR NOTE: COMPUTER NUMERICALLY  
CONTROLLED (CNC) MACHINE AND STANDARD  
INDUSTRY INSPECTION EQUIPMENT, WHICH  
PROVIDE EQUAL OR GREATER ACCURACY, MAY  
BE UTILIZED IN LIEU OF U.S. ARMY DESIGNED  
INSPECTION EQUIPMENT, (GAGES AND FIXTURES),  
DESCRIBED IN THE DATA PACKAGE PROVIDED'.

PROCESS PROCEDURES AND OR WORKMANSHIP  
SPECIMENS REQUIRED BY MILITARY SPECIFICATION (S)  
APPLICABLE TO THIS CONTRACT WILL BE APPROVED  
BY THE ACTIVITY RESPONSIBLE FOR THE  
ADMINISTRATION OF THE CONTRACT.

DLAD CLAUSE 52.246-9004, PRODUCT VERIFICATION  
TESTING, IS HEREBY INCORPORATED, AND MAY BE

CONTINUED ON NEXT PAGE



## SECTION B

INVOKED AT THE DISCRETION OF THE PROCUREMENT  
ACTIVITY.

THE INTERNATIONAL ORGANIZATION FOR  
STANDARDIZATION (ISO) 9002 OR A 'TAILORED'  
PROGRAM MEETING THE FOLLOWING ISO 9002  
PARAGRAPHS APPLIES:

4.5, DOCUMENT CONTROL: LIMITED TO INSPECTION  
AND TESTING AS WELL AS APPLICABLE DRAWINGS,  
SPECIFICATIONS AND INSTRUCTIONS REQUIRED BY  
CONTRACT  
4.6, PURCHASING: 4.6.1 AND LIMITED TO 4.6.2 A)  
AND 4.6.4.2, ALL OTHER PARTS OF PARAGRAPH  
ARE HEREBY DELETED  
4.7, CUSTOMER-SUPPLIED PRODUCT:  
4.8, PRODUCT IDENTIFICATION & TRACEABILITY:  
4.10, INSPECTION & TESTING:  
4.11, INSPECTION, MEASURING & TEST EQUIPMENT:  
4.12, INSPECTION AND TEST STATUS:  
4.13, CONTROL OF NONCONFORMING PRODUCT:  
4.14, CORRECTIVE AND PREVENTIVE ACTION:  
PARAGRAPH 4.14.3 APPLY TO PRODUCT ONLY  
4.16, QUALITY RECORDS:  
FAR CLAUSE 52.246-11 APPLIES

## CRITICAL APPLICATION ITEM

I/A/W DRAWING NR 16236 CS-4320-0442  
REFNO DTD 1987 JUL 16  
AMEND NR DTD 20  
TYPE NUMBER:  
'REFERENCE MATERIAL-INCLUDES HANDBOOKS,  
MANUALS, PRICE LISTS, REGISTRIES, DIRECTORIES,  
BOOKS, ETC.'

I/A/W DRAWING NR 19200 8448773  
BASIC DTD 1972 APR 17  
AMEND NR G DTD 2003 MAR 05  
TYPE NUMBER:  
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 19204 11838025  
REFNO DTD 1969 DEC 11  
AMEND NR B DTD 1972 APR 21  
TYPE NUMBER:  
'DETAILED DRAWING (ONE ITEM)'

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## SECTION B

I/A/W DRAWING NR 19204 11838026  
REFNO DTD 1969 DEC 11  
AMEND NR C DTD 1971 SEP 02  
TYPE NUMBER:  
'DETAILED DRAWING (ONE ITEM)'

I/A/W DRAWING NR 19204 7315513  
REFNO DTD 1952 AUG 02  
AMEND NR A4 DTD 1967 MAY 11  
TYPE NUMBER:  
'REFERENCE MATERIAL-INCLUDES HANDBOOKS,  
MANUALS, PRICE LISTS, REGISTRIES, DIRECTORIES,  
BOOKS, ETC.'

I/A/W DRAWING NR 19204 8448773  
REFNO DTD 1972 APR 24  
AMEND NR B DTD 1972 JUN 19  
TYPE NUMBER:  
QUALITY ASSURANCE PROVISION

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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
9907		1	TE	\$ _____	\$ _____

Contractor First Article Test (FAT) (including test report)

90 DAYS

The quantity '1 TE' (test)  
signifies the test requirement.  
See clauses I09A03 and I09D04 for  
information concerning the FAT  
requirement and test report.  
Offers that do not cite a price  
for LINE ITEM 9907 shall be  
evaluated under the assumption  
that there is no separate charge  
for the FAT. In the event the FAT  
requirement is waived, no award  
will be made for LINE ITEM 9907.

**SECTION B**

**BASIC YEAR PLUS OPTION YEARS 1 THROUGH 4**

NSN: 1005-01-134-3633,

ITEM DESCRIPTION: Compensator (See Section B for complete Item Description)

FOB: DESTINATION, UNIT OF ISSUE: Each

	BASE YEAR	1 <sup>ST</sup> OPTION YEAR	2 <sup>ND</sup> OPTION YEAR	3 <sup>RD</sup> OPTION YEAR	4 <sup>TH</sup> OPTION YEAR
Destination Zone 1 Quantity Ranges	Unit Prices CLIN 0001	Unit Prices CLIN 0001AA	Unit Prices CLIN 0001AB	Unit Prices CLIN 0001AC	Unit Prices CLIN 0001AD
580 – 1,165	\$	\$	\$	\$	\$
1,166 – 3,500	\$	\$	\$	\$	\$
3,501 – 5,830	\$	\$	\$	\$	\$
5,831 – AND UP	\$	\$	\$	\$	\$

	BASE YEAR	1 <sup>ST</sup> OPTION YEAR	2 <sup>ND</sup> OPTION YEAR	3 <sup>RD</sup> OPTION YEAR	4 <sup>TH</sup> OPTION YEAR
Destination Zone 2 Quantity Ranges	Unit Prices CLIN 0002	Unit Prices CLIN 0002AA	Unit Prices CLIN 0002AB	Unit Prices CLIN 0002AC	Unit Prices CLIN 0002AD
580 – 1,165	\$	\$	\$	\$	\$
1,166 – 3,500	\$	\$	\$	\$	\$
3,501 – 5,830	\$	\$	\$	\$	\$
5,831 – AND UP	\$	\$	\$	\$	\$

**THIS SOLICITATION CONTAINS A MULTI-YEAR OPTION PROVISION (SEE CLAUSE I17D04)**

**NOTICE TO OFFERORS:** CLIN 6000 is the surge and sustainment quantity that may be ordered by the Government in a military contingency. The Government is not obligated to order any of the surge quantities and the contractor should not ship such quantities without receipt of an order clearly designated for surge quantities.

	BASE YEAR	1 <sup>ST</sup> OPTION YEAR	2 <sup>ND</sup> OPTION YEAR	3 <sup>RD</sup> OPTION YEAR	4 <sup>TH</sup> OPTION YEAR
Surge & Sustainment Quantity Requirements	Unit Prices CLIN 6000	Unit Prices CLIN 6000AA	Unit Prices CLIN 6000AB	Unit Prices CLIN 6000AC	Unit Prices CLIN 6000AD
100 in 30 Days	\$	\$	\$	\$	\$
105 in 60 days	\$	\$	\$	\$	\$
110 in 90 days	\$	\$	\$	\$	\$

See Clauses H17D03, I17C03, L17D04 and M17D03

Interested offerors are required to submit a short synopsis explaining how the requirements of CLIN 6000 will be accomplished. This summary is necessary to complete the evaluation of CLIN 6000. Offerors who do not submit a summary may be considered ineligible for award.

### **BASIC YEAR PLUS OPTION YEARS 1 THROUGH 4**

NSN: 1055-00-888-1072,

ITEM DESCRIPTION: SAFETY, GRENADE LAUNCHER (See Section B for complete Item Description)

FOB: DESTINATION, UNIT OF ISSUE: Each

	BASE YEAR	1 <sup>ST</sup> OPTION YEAR	2 <sup>ND</sup> OPTION YEAR	3 <sup>RD</sup> OPTION YEAR	4 <sup>TH</sup> OPTION YEAR
Destination Zone 1 Quantity Ranges	Unit Prices CLIN 0003	Unit Prices CLIN 0003AA	Unit Prices CLIN 0003AB	Unit Prices CLIN 0003AC	Unit Prices CLIN 0003AD
115 - 230	\$	\$	\$	\$	\$
231 - 690	\$	\$	\$	\$	\$
691 - 1,150	\$	\$	\$	\$	\$
1,151 - AND UP	\$	\$	\$	\$	\$

	BASE YEAR	1 <sup>ST</sup> OPTION YEAR	2 <sup>ND</sup> OPTION YEAR	3 <sup>RD</sup> OPTION YEAR	4 <sup>TH</sup> OPTION YEAR
Destination Zone 2 Quantity Ranges	Unit Prices CLIN 0004	Unit Prices CLIN 0004AA	Unit Prices CLIN 0004AB	Unit Prices CLIN 0004AC	Unit Prices CLIN 0004AD
115 - 230	\$	\$	\$	\$	\$
231 - 690	\$	\$	\$	\$	\$
691 - 1,150	\$	\$	\$	\$	\$
1,151 - AND UP	\$	\$	\$	\$	\$

**THIS SOLICITATION CONTAINS A MULTI-YEAR OPTION PROVISION (SEE CLAUSE I17D04)**

**NOTICE TO OFFERORS: CLIN 6001 is the surge and sustainment quantity that may be ordered by the Government in a military contingency. The Government is not obligated to order any of the surge quantities and the contractor should not ship such quantities without receipt of an order clearly designated for surge quantities.**

	BASE YEAR	1 <sup>ST</sup> OPTION YEAR	2 <sup>ND</sup> OPTION YEAR	3 <sup>RD</sup> OPTION YEAR	4 <sup>TH</sup> OPTION YEAR
Surge & Sustainment Quantity Requirements	Unit Prices CLIN 6001	Unit Prices CLIN 6001AA	Unit Prices CLIN 6001AB	Unit Prices CLIN 6001AC	Unit Prices CLIN 6001AD
81 in 30 Days	\$	\$	\$	\$	\$
77 in 60 days	\$	\$	\$	\$	\$
79 in 90 days	\$	\$	\$	\$	\$

**See Clauses H17D03, I17C03, L17D04 and M17D03**

Interested offerors are required to submit a short synopsis explaining how the requirements of CLIN 6001 will be accomplished. This summary is necessary to complete the evaluation of CLIN 6001. Offerors who do not submit a summary may be considered ineligible for award.

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NSN(s) 1005-01-134-3633

PREP FOR DELIVERY: MIL-STD-2073 1D Dated 15 Dec 99

QUP	CODE	001
PRESERVATION METHOD	CODE	20
41		
CLEANING/DRYING	CODE	1
PRESERVATIVE MATERIAL	CODE	09
WRAPPING MATERIAL	CODE	GC
GB		
CUSHIONING/DUNNAGE MATERIAL	CODE	00
CUSHIONING/DUNNAGE THICKNESS	CODE	0
UNIT CONTAINER	CODE	BV
OPTIONAL PROCEDURE INDICATOR	CODE	0
INTERMEDIATE CONTAINER	CODE	E5
INTERMEDIATE CONTAINER QUANTITY	CODE	AAA

**FOR DLA STOCK:**

PACK	CODE	U
------	------	---

**FOR OCONUS PRIORITY 9 THRU 15 AND FOREIGN**

**MILITARY SALES (FMS):**

PACK	CODE	Q
PACKING:	LEVEL	B

**MARKING AND BAR CODE REQUIREMENTS:**

CODE	0
------	---

ALL SHIPMENTS FOR DLA STOCK, OCONUS PRIORITIES 9 – 15, AND FOREIGN MILITARY SALES (FMS) SHALL BE MARKED AND BAR CODED IN ACCORDANCE WITH MIL-STD-129P AND ISO/IEC 16388 (BAR CODE SYMBOLOGY SPECIFICATION CODE 39) AND ISO/IEC 15438 FOR MANDATORY MSL 2D SHIPPING LABEL. See [www.dscc.dla.mil/offices/packaging/index](http://www.dscc.dla.mil/offices/packaging/index) (For guidance)

**SPECIAL MARKING CODE:**

See Appendix J, Table J.X, of MIL-STD-2073-1D for all special marking codes for unit, intermediate and shipping containers.

FOR NON-FMS AND NON-STOCK ORDERS FOR CONUS DELIVERY AND OCONUS PRIORITIES 1 THRU 8: MARKED AND PACKAGED STANDARD COMMERCIAL IAW ASTM D 3951 AND BAR CODED IAW ISO/IEC 16388 (SPECIFICATION CODE 39) AND ISO/IEC 15438 FOR MSL 2D SHIPPING LABEL.

PALLETIZATION SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF DC1636P001, AVAILABLE FOR REVIEW AT: [www.dscc.dla.mil/downloads/packaging/dc1636p001.pdf](http://www.dscc.dla.mil/downloads/packaging/dc1636p001.pdf)

SUPPLEMENTAL INSTRUCTIONS:

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NSN(s) 1055-00-888-1072

PREP FOR DELIVERY: MIL-STD-2073 1D Dated 15 Dec 99

QUP	CODE	001
PRESERVATION METHOD	CODE	10
CLEANING/DRYING	CODE	1
PRESERVATIVE MATERIAL	CODE	00
WRAPPING MATERIAL	CODE	XX
CUSHIONING/DUNNAGE MATERIAL	CODE	XX
CUSHIONING/DUNNAGE THICKNESS	CODE	X
UNIT CONTAINER	CODE	A1
OPTIONAL PROCEDURE INDICATOR	CODE	0
INTERMEDIATE CONTAINER	CODE	E5
INTERMEDIATE CONTAINER QUANTITY	CODE	AAA

**FOR DLA STOCK:**

PACK	CODE	U
------	------	---

**FOR OCONUS PRIORITY 9 THRU 15 AND FOREIGN**

**MILITARY SALES (FMS):**

PACK	CODE	Q
PACKING:	LEVEL	B

**MARKING AND BAR CODE REQUIREMENTS:**

CODE	0
------	---

ALL SHIPMENTS FOR DLA STOCK, OCONUS PRIORITIES 9 – 15, AND FOREIGN MILITARY SALES (FMS) SHALL BE MARKED AND BAR CODED IN ACCORDANCE WITH MIL-STD-129P AND ISO/IEC 16388 (BAR CODE SYMBOLOGY SPECIFICATION CODE 39) AND ISO/IEC 15438 FOR MANDATORY MSL 2D SHIPPING LABEL. See [www.dscc.dla.mil/offices/packaging/index](http://www.dscc.dla.mil/offices/packaging/index) (For guidance)

**SPECIAL MARKING CODE:**

See Appendix J, Table J.X, of MIL-STD-2073-1D for all special marking codes for unit, intermediate and shipping containers.

FOR NON-FMS AND NON-STOCK ORDERS FOR CONUS DELIVERY AND OCONUS PRIORITIES 1 THRU 8: MARKED AND PACKAGED STANDARD COMMERCIAL IAW ASTM D 3951 AND BAR CODED IAW ISO/IEC 16388 (SPECIFICATION CODE 39) AND ISO/IEC 15438 FOR MSL 2D SHIPPING LABEL.

PALLETIZATION SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF DC1636P001, AVAILABLE FOR REVIEW AT: [www.dscc.dla.mil/downloads/packaging/dc1636p001.pdf](http://www.dscc.dla.mil/downloads/packaging/dc1636p001.pdf)

SUPPLEMENTAL INSTRUCTIONS:

<b>CONTINUATION SHEET</b>	<b>REFERENCE NO. OF DOCUMENT BEING CONTINUED</b>	<b>PAGE</b> 13 OF 33
NAME OF OFFEROR OR CONTRACTOR		
SECTION D		

#### NOTICE TO CONTRACTORS:

Effective October 1, 2001, European countries are restricting shipments of material in or on Non-Manufactured Wood Packaging Material (NMWPM) (i.e., pallets, boxes, crates, etc.) that do not meet the following requirements adopted by the Commission of the European Communities (CEC): All wooden pallets and wood containers produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standard Committee, Incorporated (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations (see URL: <http://www.alsc.org>).

All contracts and orders where NMWPM may be used to ship material to U.S. forces and Foreign Military Sales customers in Europe are subject to these requirements. This includes all shipments moving through the Container consolidation Points at the Defense Distribution Depots in Susquehanna, PA and San Joaquin, CA, the Container Freight Station in Norfolk, VA, **Army Prepositioned Ship (APS 3) Upload Site in Charleston, SC (DODAAC: W81X89 and W81YUK), and the Marine Corps Blount Island Command in Jacksonville, FL 32226-3404**, and the aerial ports of embarkation at Dover, DE; Travis Air Force Base, CA; Naval Air Station, Norfolk, VA; and Charleston Air Force Base, SC to the affected countries.

#### PALLETIZATION NO. DC1636P001, REV. E, DATED 03029

#### 1. SCOPE.

This sheet covers the requirements for palletization of DSCC items of supply for handling, shipment, and storage.

#### 2. REFERENCED DOCUMENTS.

The following documents, of the issue in effect on the date of solicitation, form a part of this palletization sheet to the extent specified herein:

##### STANDARDS (COMMERCIAL)

ASME-MH1 American Society of Mechanical Engineers (ASME) Pallets, Slip Sheets, and Other Bases For Unit Loads

##### STANDARDS (MILITARY)

MIL-HDBK-774 Palletized Unit Load (use as a reference only)

(Copies of listed federal and military specifications, standards, and associated documents listed in the Department of Defense Index of Specifications and Standards [DODISS] should be obtained from DoD Single Stock Point, Commanding Officer, Naval Publications and Forms Center, 5801 Tabor Ave., Philadelphia, PA 19120-5099. Also available on ASSIST at: <http://assist2.daps.dia.mil/quicksearch/>. The ASME-MH1 may be purchased at the ASME web site at: <http://store.asme.org/> (see "Pallets" link, then select MH1) or Phone: 1-800-843-2763 or 1-973-882-1167 or Fax: 1-973-882-1717.]

#### 3. REQUIREMENTS.

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded (see 3C) or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads (see 3A and 3B, as applicable). Shipments packaged in accordance with ASTM D3951 shall be palletized in accordance with 3A or 3B. Shipments packed Level A or Level B shall be blocked in accordance with 3B.

A. Material may be palletized on commercial pallets provided the load meets the following requirements:

- (1) The load does not exceed 52 inches in length or width, 54 inches in height, and 3000 pounds.

- (2) The load is prepared and secured in a manner that will ensure carrier acceptance and permit safe re-handling at destination.

B. Palletization shall comply with ASME-MH1. MIL-HDBK-774 and appendices will be used as a reference only.

- (1) Loads shall be stable and should not exceed the size and overseas limitations of MIL-HDBK-774.
- (2) Glued loads shall not be used.
- (3) For Level A packing, pallets shall comply with ASME-MH1, Part No. MH1/9-02GW4048. This part number shall be used for all shipments when the total weight is less than 1500 lbs evenly distributed.
- (4) For Level B packing, pallets shall comply with ASME-MH1, Part No. MH1/9-05SW4048. This part number shall be used for all shipments when the total weight is greater than 1500 lbs, but less than 3000 lbs evenly distributed.
- (5) Residual quantities of less than the quantity required for one course of the load need not be palletized.

C. Palletization is not required for shipping containers that are constructed constructed on skids. Shipping containers, except drums, exceeding 70 pounds gross weight or 40 inches in length, shall be constructed with skids. Skids shall be a minimum of 3 x 4 inch (nominal) lumber and shall be securely attached to permit multiple re-handling at destination. Drums shall be palletized.

D. The following commercial heat treatment process has been approved by the American Lumber Standards Committee (ALSC) and is required for all NMWPM entering a European country: "All wooden pallets and wood containers produced of entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified by an accredited agency recognized by the American Lumber Standard Committee, Incorporated (ALSC) in accordance with Non-manufactured Wood Packing Policy and Non-manufactured Wood Packing Enforcement Regulations (see URL: [www.alsc.org](http://www.alsc.org)). All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of "NC-US," 1.25 inches or greater in height, accompanied by the CAGE code of the pallet manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or on diagonally opposite sides and ends of the palletized pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible. Failure to comply with all the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry.

NMWPM FAQs visit: <http://www.dscccois.com/offices/packaging/NMWPMnotice.html>  
Prepared by: DSCC-VSP, Columbus, OH 43216-5000 [January 29, 2003]  
**ALL PREVIOUS PALLETIZATION SHEETS ARE OBSOLETE.**

## CONTINUATION SHEET

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## A04D01 52.204-9C06 DSCC Part 52 - SOLICITATION PROVISIONS AND CONTRACT CLAUSES STATEMENT (JUL 2004)

Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Part 52 - Solicitation Provisions and Contract Clauses, current version found at <http://dibbs.dsccl.dla.mil/refs/provclauses/>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>. The clauses/provisions incorporated by reference have the same force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between text found in DSCC Part 52 and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

## A04D02 52.204-9C07 PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT) - CENTRAL CONTRACTOR REGISTRATION (CCR) DSCC:

Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the Remittance Address field of this contract/order.

## A15D01 52.215-9C03 FOR COURIER SERVICE AND/OR CONTRACTOR HANDCARRIED OFFERS (JAN 2001) DSCC

RFPs and IFBs (generally Large Purchase Offers, \$100,000 and over) when being hand carried Courier service or other means) shall be placed in the White Bid Box, located at DSCC in the Lobby of Building 20, 3990 E. Broad St., Columbus, OH 43213.

## SECTION B

## B04D01 52.204-9C03 DSCC WEB SITE (JUL 2004) DSCC

The DSCC Part 52 - Solicitation Provisions and Contract Clauses is available on the Internet via the DSCC Web Site at <http://dibbs.dsccl.dla.mil/refs/provclauses/>. Also, the full text of FAR/DFARS/DLAD clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>.

## SECTION D

## D11C03 52.211-9010 MILITARY SHIPPING LABEL (MSL) REQUIREMENTS - MIL-STD-129P (MAR 2004) DLAD

(a) MIL-STD-129, Revision P, dated December 15, 2002, establishes the requirement for Contractors that ship packaged materiel to the Government to provide both linear and two-dimensional (2-D) bar coding on military shipping labels (MSLs) (but see exceptions in paragraph (d)). The new requirements apply to all shipments, which includes either depot (DLA-Direct) or DVD (Customer-Direct) shipments. Linear (Code 3 of 9 or Code 39) bar codes continue to be required on interior packages (unit and intermediate packages)

for the National Stock Number (NSN) and, when applicable, the serial number; and on shipping containers and palletized unit loads for the NSN, Contractor and Government Entity (CAGE) Code, contract number and, when applicable, the serial number.

The new requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P.

(b) The new MSL replaces former DD Form 1387 and is illustrated in Figures 2a and 2b of MIL-STD-129P. The MSL requires Code 3 of 9 or Code 39 linear bar codes for the Transportation Control Number (TCN), piece number and DoDAAC for the ultimate consignee or mark-for address. The 2-D bar code on the MSL must contain the document (requisition) number, NSN, Routing Identifier Code (RIC), Unit of Issue, Quantity, Condition Code, and Unit Price, which are ordinarily included on the DD Form 250 or the DD Form 1348-1A. MIL-STD-129P provides numerous illustrations of what must be bar-coded and the recommended placement of the bar code. When the contract omits any data element required to be bar-coded, the field should be zero-filled.

(c) MIL-STD-129P, sources for conforming labels, and related information are available on the DLA Packaging Web Site at <http://www.dsccl.dla.mil/offices/packaging/specstdslist.html#STDs>.

(d) This clause does not apply to -

(1) Subsistence items procured through full-line food distributors (prime vendors), 'market ready' type items such as fresh milk, ice cream, and other fresh dairy products, fresh bread and other fresh bakery products, and all fresh fruits and vegetables, shipped within the Continental United States (CONUS) to customers within CONUS;

(2) Any item for which ownership remains with the vendor until the item is placed in designated locations at the customer location prior to issuance to the customer. Government control begins upon placement of the item by the vendor into the designated location or issuance from the designated location by vendor personnel (i.e., the vendor is required to stock bins at the customer location and/or issue parts from a vendor controlled parts room); or

(3) Bulk purchases of petroleum, oil and lubricant products delivered by (1) pipeline; or (2) tank car, tanker and tank trailer for which the container has (i) a capacity greater than 450 L (119 gallons) as a receptacle for a liquid; (ii) a maximum net mass greater than 400 kg (882 pounds) and a capacity greater than 450 L (119 gallons) as a receptacle for a solid; or (iii) a water capacity greater than 454 kg (1000 pounds) as a receptacle for a gas.

NOTES: In bar code element 1 above, the Document Number consists of a 14-character (15 characters when a suffix is included) alphanumeric code. It may be listed on a contract/award as the Requisition Number, Transportation Control Number (TCN), etc.

In bar code element 2 above, the NSN will appear as a 13-digit code without the dashes.

In bar code element 3 above:

The RIC for each procuring activity is as follows:

S9C - Defense Supply Center Columbus - Construction  
S9E - Defense Supply Center Columbus - Electronics  
S9F - Defense Energy Support Center  
S9G - Defense Supply Center Richmond  
S9I - Defense Supply Center Philadelphia - General and Industrial  
S9T - Defense Supply Center Philadelphia - Clothing and Textiles  
S9M - Defense Supply Center Philadelphia - Medical Materiel  
S9P - Defense Supply Center Philadelphia - Perishable Subsistence  
S9S - Defense Supply Center Philadelphia - Semi-perishable Subsistence

The appropriate unit of issue (U/I) will appear as a two digit alpha character.

The quantity will appear as a five-position number, including zero fillers on the left.

The above will be followed by an 'A' and eight zeros, (i.e. 'A00000000')

NO SPACES SHALL SEPARATE THE INDIVIDUAL DATA ELEMENTS WITHIN EACH LINE.

A copy of ISO/IEC-16388 is available from:  
The American National Standards Institute  
25 West 43rd Street  
New York, NY 10036 or through [www.ansi.org](http://www.ansi.org) or [www.iso.ch](http://www.iso.ch).

## D11D01 52.211-9C01 PALLETIZATION REQUIREMENTS (OCT 2002) DSCC

## D11D04 52.211-9C17 PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUL 2000) DSCC

## D11D07 52.211-9C20 SHIPPER'S DECLARATION FOR DANGEROUS GOODS (FEB 2004) DSCC

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packaged, marked, and labeled in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFMAN 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLA 4145.3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129P and the military publication cited above.

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D46D02 52.246-9C40 PACKAGING AND MARKING REQUIREMENTS  
(FEB 2004) DSCC

Packaging requirements for Direct Delivery Shipments. All items under and resulting contract with destinations other than DSCC stock points shall be packaged, Best Commercial Practice, IAW ASTM D3951, marking in accordance with MIL-STD-129P.

NOTE: (Applicable to negotiated solicitation (RFPS). Offers that do not comply with the packaging and marking requirements as specified in Section B of this solicitation may be subject to rejection as being technically unacceptable.

D46D03 52.246-9C41 PACKAGING AND MARKING REQUIREMENTS  
(FEB 2004) DSCC

Packaging and marking requirements for items being procured shall be accomplished as stated herein (See Section B).

The items identified in Section B shall be Preserved, Packaged, Packed and Marked in accordance with MIL-STD-2073-1D and Marked in accordance with MIL-STD-129P.

## SECTION E

E04D01 52.204-9C01 RECORDS RETENTION REQUIREMENTS  
(JUN 1980) DSCCE46A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE  
(AUG 1996) FARE46A18 52.246-16 RESPONSIBILITY FOR SUPPLIES  
(APR 1984) FARE46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING  
REPORT (MAR 2003) DFARSE46C03 52.246-9004 PRODUCT VERIFICATION TESTING  
(JUN 1998) DLADE46D00 52.246-9C00 ADDENDUM TO DFARS 252.246-7000,  
MATERIAL INSPECTION AND RECEIVING REPORT

When submitting a Material Inspection and Receiving Report, DD Form 250, electronically through Wide Area Workflow (WAWF-RA), contractors must print and provide a copy of the DD Form 250 with the material shipment.

E46D01 52.246-9C01 INSPECTION AT ORIGIN (JUN 2001)  
DSCC

(c) Inspection Points:

## SUPPLIES

( ) (Vendor Fill-in) Same as Offeror

Applicable to CLIN(s): \_\_\_\_\_  
(Vendor Fill-in)( ) (Vendor Fill-in) Other (CAGE, Name, Street Address,  
City, State and Zip Code)

(Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

Applicable to CLIN(s): \_\_\_\_\_  
(Vendor Fill-in)

## PACKAGING

( ) (Vendor Fill-in) Same as Offeror

Applicable to CLIN(s): \_\_\_\_\_  
(Vendor Fill-in)

( ) (Vendor Fill-in) Same as above

( ) (Vendor Fill-in) Other (CAGE, Name, Street Address,  
City, State and Zip Code)

(Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

Applicable to CLIN(s): \_\_\_\_\_  
(Vendor Fill-in)E46D02 52.246-9C02 ACCEPTANCE AT ORIGIN (NOV 1995)  
DSCCE46D10 52.246-9C10 WARRANTY - ACCEPTANCE OF SUPPLIES  
(FEB 2004) DSCCE46D13 52.246-9C13 SUBSTITUTION OF ITEM AFTER AWARD  
(JAN 1999) DSCCE46D33 52.246-9C44 HIGHER-LEVEL CONTRACT QUALITY  
REQUIREMENT (TAILORED ISO 9002) (FEB 1999) DSCC

## SECTION F

F09D01 52.209-9C01 DELIVERY SCHEDULE-IF FIRST ARTICLE  
TEST WAIVED (SEP 2000) DSCC

The 'Time of Delivery' stated in this solicitation, includes the number of calendar days for submission and approval of the First Article (see clause I09A03, FAR 52.209-3, ALT I or I09A06, FAR 52.209-4, ALT I). Should the government waive the FAT requirement, the 'Time of Delivery' shall be reduced by 120 calendar days.

F09D02 52.209-9C06 DELIVERY OF DATA (MAR 1972) DSCC

CLIN(s) 9907

F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)  
FARF11D20 52.211-9C33 TIME OF DELIVERY (FIRST ARTICLE)  
(JUL 2002) DSCC

(a) If First Article testing is REQUIRED for this acquisition, the Government requires delivery to be made according to the following schedule:

## REQUIRED DELIVERY SCHEDULE (FAT REQUIRED)

Delivery of the FAT CLIN(s) shall be in accordance with the following schedule:

FAT CLIN(S)	NO. OF DAYS AFTER DATE OF AWARD
9907	90 DAYS AFTER ISSUANCE OF FIRST DELIVERY ORDER. APPLIES TO NSN 1005011343633 ONLY

Delivery of the PRODUCTION QUANTITY shall be in accordance with the following schedule:

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF AWARD*
1005-01-134-3633	12,024	210
Balance of 6012 at a rate of every	30	days thereafter.
1055-00-888-1072	2,493	150
Balance of 1245 at a rate of every	30	days thereafter.
Balance of	at a rate of every	days thereafter.

\* This includes the time for submission of the FAT as well as the time required by the government to test/evaluate the FAT CLIN(S). See Clauses I09A02/I09A03 (FAR 52.209-3) or I09A05/I09A06 (FAR 52.209-4).

## OFFEROR'S PROPOSED DELIVERY SCHEDULE (FAT REQUIRED)

(If no entry, the government's required delivery schedule shall be used)

Delivery of the FAT CLIN(s) shall be in accordance with the following schedule:

FAT CLIN(S)	NO. OF DAYS AFTER DATE OF AWARD
(Vendor Fill-in)	(Vendor Fill-in)
(Vendor Fill-in)	(Vendor Fill-in)
(Vendor Fill-in)	(Vendor Fill-in)

Delivery of the PRODUCTION QUANTITY shall be in accordance with the following schedule:

NSN/ITEM/CLIN	QTY	NO. OF DAYS AFTER DATE OF AWARD*
(Vendor Fill-in)		

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Balance of (Vendor Fill-in) at a rate of every  
(Vendor Fill-in) days thereafter.

F47A10 52.247-58 LOADING, BLOCKING, AND BRACING OF  
FREIGHT CAR SHIPMENTS (APR 1984) FAR

Balance of (Vendor Fill-in) at a rate of every  
(Vendor Fill-in) days thereafter.

F47D01 52.247-9C02 SHIPPING INSTRUCTIONS (DOMESTIC)  
(MAY 2002) DSCC

Balance of (Vendor Fill-in) at a rate of every  
(Vendor Fill-in) days thereafter.

F47D04 52.247-9C12 SHIPPING INSTRUCTIONS (JUL 1995)  
DSCC

\* This includes the time for submission of the FAT as well as the time required by the government to test/evaluate the FAT CLIN(S). See Clauses 109A02/109A03 (FAR 52.209-3) or 109A05/109A06 (FAR 52.209-4).

Shipping instructions shall be provided with individual delivery orders. Destinations include various Department of Defense using activities (DSCC customers) and may include DSCC stock points.

(b) If First Article testing is WAIVED for this acquisition, the Government requires delivery to be made according to the following schedule:

## SECTION H

## REQUIRED DELIVERY SCHEDULE (FAT WAIVED)

H15D02 52.215-9C20 ORDER TRANSMISSION (OCT 2002)  
DSCC

NSN/ITEM/CLIN	QUANTITY	NO. OF DAYS AFTER DATE OF AWARD*
1005-01-134-3633	12,024	90
Balance of 6012 at a rate of every	30	days thereafter.
1055-00-888-1072	2,493	150
Balance of 1245 at a rate of every	30	days thereafter.

Offerors must check one of the following alternatives for paperless order transmission:

( ) (Vendor Fill-in) Electronic Data Interchange (EDI) transmissions in accordance with ANSI X12 Standards through a registered Value Added Network (VAN).

Balance of at a rate of every days thereafter.

( ) (Vendor Fill-in) Electronic Mail (email) award notifications containing Web links to electronic copies of the DD Form 1155, Order for Supplies or Services (orders are stored in Portable Document Format (PDF) and accessing them requires a free Adobe Acrobat Reader plug-in).

OFFEROR'S PROPOSED DELIVERY SCHEDULE (FAT WAIVED)  
(If no entry, government's required delivery schedule shall be used)

H17D03 52.217-9C23 SURGE AND SUSTAINMENT (S&S)  
REQUIREMENTS (MAR 2004) DSCC

NSN/ITEM/CLIN	QTY	NO. OF DAYS AFTER DATE OF AWARD*
Balance of (Vendor Fill-in) at a rate of every (Vendor Fill-in) days thereafter.		

Surge and sustainment (S&S) capability is defined as the ability of the contractor to meet increased quantity/accelerated delivery requirements, using supplier base capabilities, in support of a broad spectrum of possible contingencies. The S&S capability refers to an overall capability. This ability includes both a capability to ramp-up quickly to meet early requirements (i.e., surge), as well as to sustain an increased pace throughout the contingency(s) (i.e., sustainment). The spectrum of possible contingencies includes major theatre warfare and smaller-scale contingency operations. The increased quantity/accelerated delivery requirements are those above and beyond normal peacetime requirements.

Balance of (Vendor Fill-in) at a rate of every  
(Vendor Fill-in) days thereafter.

CLIN 6000 identifies the S&S requirements. The requirements should be priced based on delivering the stated quantity within the stated delivery timeframes. The Government may issue an order or series of orders equaling the surge quantities. Orders for the S&S requirements will be placed by issuance of written or electronic orders. S&S orders will not count towards the contract maximum.

Balance of (Vendor Fill-in) at a rate of every  
(Vendor Fill-in) days thereafter.

As part of S&S, the contractor is required to conduct a capability assessment which demonstrates the contractor's strategy and plans to meet the S&S requirement.

Balance of (Vendor Fill-in) at a rate of every  
(Vendor Fill-in) days thereafter.

(X) See provision L17D04, DSCC 52.217-9C26. The contractor's submission to this provision constitutes the capability assessment.

F11D28 52.211-9C40 TIME OF DELIVERY (FIRST ARTICLE -  
IDTC) (MULTIPLE NSNS) (MAY 2001) DSCC

( ) At the contracting officer's direction, the contractor will be required to submit the capability assessment after award. If the contractor identifies that S&S investments are needed in order to provide the S&S requirement, then the contractor must identify the costs in CLIN 6002. The contractor must provide the reasons the investments are needed for these items, a detailed explanation of what will be purchased, the S&S capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy is the most cost-effective. See I17C03, DLAD 52.217-9006, for additional information on allowable surge investment costs.

Paragraph (a) and (b) below supplement paragraphs (a) and (b) of Clause FAR 52.209-3 and FAR 52.209-4.

If the S&S proposal shows S&S investments are needed, (as documented and priced in CLIN 6002), the contractor shall have full capability of providing the S&S requirements identified in Section B of the solicitation, within the standard contract production lead-time unless a shorter time period is agreed to by the contractor and the Government after receipt of investment funds/material from the Government.

NSN: SEE BELOW

(a) If First Article Testing is not waived, delivery time for the initial delivery order will be increased by SEE BELOW. Delivery time for succeeding orders will be adjusted on a pro-rated base until First Article is approved. After First Article is approved, the delivery schedule will be that specified in Clause F11D02.

If the S&S proposal shows no S&S investments are needed, the contractor shall have full capability to provide the S&S requirements identified in Section B of this solicitation within the standard contract production lead-time unless a shorter time period is agreed to by the contractor and the Government.

(b) First Article Testing may be waived. In the event of waiver for individual offers, such offers will be evaluated without considering the cost thereof. The delivery schedule will be that specified in Clause F11D02, DSCC 52.211-9C04.

After award, the contractor may be required to submit a test plan for the S&S requirements. After approval by the Contracting Officer of the S&S test plan, the contractor may be required to conduct S&S tests, or allow the government to

NSN Increased By  
1005011343633 120

F42A02 52.242-15 STOP-WORK ORDER (AUG 1989) FAR

F42A05 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)  
FAR

F47A03 52.247-34 F.O.B. DESTINATION (NOV 1991) FAR

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perform S&S tests to validate the S&S capability. These tests may be in the form of paper exercises, simulations, command post exercises, or participation in live exercises (to include the Joint Chiefs of Staff (JCS) and Commander in Chiefs (CINC) exercises), or any other methodology that can validate the S&S capability.

The contractor shall maintain the S&S capability throughout the life of the contract. Any significant changes in the contractor's supplier base capabilities that would impact the contractor's S&S capability, shall be reported in writing to the Contracting Officer immediately after the contractor becomes aware of the change.

The Government may refine, reassess, or update its S&S requirements during the life of the contract, or the contractor's supplier base capabilities may change during the contract period. Either of these conditions may necessitate the contractor's reassessment of its supplier base capabilities and development of new/changed S&S strategies. Changes in S&S requirements will be made through bilateral contract modifications. Changes in contractor S&S capabilities will be made through contractor submission of a revised S&S capability assessment and revised test plan (if applicable) that addresses the changes.

The contracting officer shall evaluate both the revised S&S capability assessment and the revised S&S test plan (if applicable) for acceptability. The government reserves the right to require additional assessments/plans if the initial or any subsequent submissions are not approved.

If S&S investments are needed as a result of changed circumstances, the revised S&S capability assessment must provide the reason(s) investments are needed for these items, a detailed explanation of what will be purchased, the S&S capability to be gained, the basis for the estimated costs of these investments, an analysis of what surge strategies were examined and why the proposed strategy(ies) is(are) the most cost-effective.

The above language does not limit the government's right, at any time after award, to perform inspections or test the contractor's S&S capability. In the event a contingency occurs before the contractor develops full S&S capability to address changed circumstances, or the contingency requirements exceed those defined in Section B, the contractor shall support S&S requirements to the maximum extent possible.

If the contractor fails to perform in accordance with the requirements set forth, a contingency(s) arises before the contractor has established full S&S capability to address changed circumstances, or other circumstances create a need, the government has the right to take any action necessary to obtain S&S requirements from other sources (including sources in the contractor's supplier base). This language does not relieve the contractor from responsibility for providing peacetime level quantities during the contingency (i.e.: non-surge requirements).

H23B01 252.223-7001 HAZARD WARNING LABELS (DEC 1991) DFARS

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL ACT  
(If None, Insert 'None.')

(Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

## SECTION I

I02A01 52.202-1 DEFINITIONS (JUN 2004) FAR

I03A01 52.203-3 GRATUITIES (APRIL 1984) FAR

I03A02 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984) FAR

I03A03 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) FAR

I03A05 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995) FAR

I03A06 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR

I03A07 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR

I03A08 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003) FAR

I03B01 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999) DFARS

I04A04 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) FAR

I04A05 52.204-7 CENTRAL CONTRACT REGISTRATION (OCT 2003) FAR

I04B02 252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991) DFARS

I04B03 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS

I04B04 252.204-7004 ALTERNATE A (NOV 2003) DFARS

I09A02 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) FAR

I09A03 52.209-3 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) ALT I (JAN 1997) FAR

(a) The Contractor shall test 5 unit(s) of Lot/Item Safety, Grenade Laun, NSN 1005-01-134-3633 as specified in this contract. At least 10 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 90 calendar days from the date of ( ) this contract, /or (X) first delivery order under this contract, to:

(2 Copies) Defense Supply Center Columbus  
P.O. Box 3990

ATTN: Contracting Officer - (see 'Issued By' block on page 1 of award document)  
Columbus, OH 43218-3990

(1 Copy) DCMA - Administrative Contracting Officer of the Inspection Activity cited in the 'Administered By' block on page 1 of the award document, marked, 'FIRST ARTICLE TEST REPORT:

Contract Number \_\_\_\_\_, Lot/Item No. \_\_\_\_\_. Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the contractor, in writing, of the conditional approval, approval, or disapproval of the first article. (The approval time specified in this paragraph shall begin on the date the Contracting Officer receives the test report.)

I09A08 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) FAR

I09B01 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995) DFARS

I09B02 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) DFARS

I09D04 52.209-9C07 ADDITIONAL REQUIREMENTS - FIRST ARTICLE APPROVAL - CONTRACTOR TESTING (OCT 2001) DSCC

1. First Article Testing is required and shall be performed in accordance with:

(X) The specifications as found in Section B of the solicitation/award.

( ) The following:

and DD Form 1423, Contractor Data Requirements List, as applicable.

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Address \_\_\_\_\_

(Vendor Fill-in)

5. Disposition of the First Article by the Contractor (applicable if marked):

(X) The First Article will be retained by the contractor and may be reconditioned for acceptance as part of the order quantity; however, at least one approved First Article unit shall be held by the contractor at the production facility until all production quantities have been produced and accepted. This First Article unit shall be referred to as a production or manufacturing standard and baseline for examination if defects are reported on delivered material, or problems are encountered during production.

( ) All units of the First Article shall be retained by the Contractor as production standards, and shall not be submitted for acceptance as part of the order quantity.

( ) Other:

( ) 6. Additional Notes:

(2) The Offeror currently possesses the material.

( ) Yes ( ) No. If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source.

( ) Yes ( ) No. If yes, provide the information below:

Government Selling Agency \_\_\_\_\_

(Vendor Fill-in)

Contract Number \_\_\_\_\_

(Vendor Fill-in)

Contract Date (Month/Year) \_\_\_\_\_

(Vendor Fill-in)

Other Source \_\_\_\_\_

(Vendor Fill-in)

Address \_\_\_\_\_

(Vendor Fill-in)

Date Acquired (Month/Year) \_\_\_\_\_

(Vendor Fill-in)

(3) The material has been altered or modified.

( ) Yes ( ) No (Vendor Fill-in)

If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. ( ) Yes

( ) No. (Vendor Fill-in). If yes, (i) the price offered includes the cost of reconditioning/refurbishment. ( )

Yes ( ) No (Vendor Fill-in); and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard.

The material contains cure-dated components. ( ) Yes

( ) No (Vendor Fill-in). If yes, the price includes replacement of cure-dated components. ( ) Yes ( )

No (Vendor Fill-in)

(5) The material has data plates attached. ( ) Yes

( ) No (Vendor Fill-in). If yes, the Offeror must state

below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package.

( ) Yes ( ) No (Vendor Fill-in). (If yes, the

Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number \_\_\_\_\_

NSN \_\_\_\_\_

(Vendor Fill-in)

Cage Code \_\_\_\_\_

(Vendor Fill-in)

Part Number \_\_\_\_\_

(Vendor Fill-in)

Other Markings/Data \_\_\_\_\_

(Vendor Fill-in)

(Vendor Fill-in)

(7) The Offeror has supplied this same material (National

Stock Number) to the Government before. ( ) Yes ( )

No (Vendor Fill-in). If yes, (i) the material being offered is from the same original Government contract number as that

provided previously. ( ) Yes ( ) No; and (ii) state below the Government Agency and contract number under

which the material was previously provided:

Agency Contract Number \_\_\_\_\_

(Vendor Fill-in)

(8) The material is manufactured in accordance with

a specification or drawing. ( ) Yes ( ) No. If yes,

(i) the specification/drawing is in the possession of the

Offeror. ( ) Yes ( ) No (Vendor Fill-in); and (ii)

the Offeror has stated the applicable information below, or

forwarded a copy or facsimile to the Contracting Officer.

( ) Yes ( ) No (Vendor Fill-in)

Specification/Drawing Number \_\_\_\_\_

(Vendor Fill-in)

Revision (if any) \_\_\_\_\_

(Vendor Fill-in)

Date \_\_\_\_\_

(Vendor Fill-in)

(Vendor Fill-in)

(9) The material has been inspected for correct part

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I09D07 52.209-9C12 DELEGATION OF AUTHORITY FOR FIRST ARTICLE APPROVAL (APR 2001) DSCC

NOTICE TO CONTRACTOR: The DCMA Administrative Contracting Officer (ACO) is delegated (IAW with FAR 42.202(c) the authority to approve or disapprove the First Article Test Report submitted in accordance with the clause in Section I of this contract entitled First Article Testing-Contractor Testing (FAR 52.209-3). Any reference to the Contracting Officer as it relates to the submission of, and approval/disapproval of the FAT Report shall be deemed to mean the DCMA Administrative Contracting Officer when this clause is incorporated in the contract.

NOTICE TO ACO: A copy of the test report and the ACO's letter of approval/disapproval shall be forwarded to the DSCC Contract Administrator: (see 'Issued By' block on page 1 of the award document)

I11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

I11A02 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (SEP 1990) FAR

I11B01 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2003) DFARS

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

(Vendor Fill-in)

Facility: \_\_\_\_\_

(Vendor Fill-in)

Military or Federal Specification or Standard: \_\_\_\_\_

(Vendor Fill-in)

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(Vendor Fill-in)

I11C01 52.211-9000 GOVERNMENT SURPLUS MATERIAL (APR 2002) DLAD

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

( ) Yes ( ) No (Vendor Fill-in). The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).

( ) Yes ( ) No (Vendor Fill-in). The material conforms to the revision letter/number, if any is cited.

( ) Yes ( ) No ( ) Unknown (Vendor Fill-in)

If no, the revision offered does not affect form, fit,

function, or interface. ( ) Yes ( ) No

( ) Unknown. The material was manufactured by:

Name \_\_\_\_\_

(Vendor Fill-in)

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number and for absence of corrosion or any obvious defects.

☐ Yes ☐ No. If yes,(i) Material has been re-preserved. ☐ Yes ☐ No

(Vendor Fill-in); (ii) Material has been repackaged.

☐ Yes ☐ No (Vendor Fill-in);

(iii) Percentage of material that has been inspected is

\* (Vendor Fill-in) and/or number of items

inspected is (Vendor Fill-in); and

(iv) a written report was prepared. ☐ Yes ☐ No

(Vendor Fill-in). If yes, the Offeror has attached it or

forwarded it to the Contracting Officer. ☐ Yes☐ No (Vendor Fill-in)

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

☐ (Vendor Fill-in) For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/invitation for Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

☐ (Vendor Fill-in) For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

☐ (Vendor Fill-in) For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

☐ (Vendor Fill-in) For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/invitation for Bid and corresponding DRMS Form 1427.

☐ (Vendor Fill-in) When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number.

(This information has already been provided in paragraph

(c) (6) of this clause. ☐ Yes ☐ No.

☐ (Vendor Fill-in) When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(Vendor Fill-in)

Vendor Fill-in)

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturers overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

I15A01 52.215-2 AUDIT AND RECORDS NEGOTIATION  
(JUN 1999) FARI15A05 52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT  
FORMAT (OCT 1997) FARI15A10 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)  
FARI15D01 52.215-9C04 PRODUCTION FACILITY CHANGES  
(APR 1985) DSCC

I16A16 52.216-18 ORDERING (OCT 1995) FAR

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued --

FROM: DATE OF AWARD

THROUGH: ONE YEAR

I16A17 52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than SEE DVD or REMARKS Stock, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of  
SEE DVD or REMARKS Stock

(2) Any order for a combination of items in excess  
of SEE REMARKS , or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons.

I16A24 52.216-22 INDEFINITE QUANTITY (OCT 1995)  
FAR

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from the expiration date of this contract or final scheduled delivery date under any delivery order placed hereunder, whichever is later.

I16D03 52.216-9C03 CONTRACT PERIOD (MAR 1981) DSCC

(a) The contract period will be for one year beginning

[X] on date of award;

[ ] on a date to be specified not later than days  
after date of award.

The effective date of the contract will be stated in the award.

I16D14 52.216-9C14 CONTRACT LIMITATIONS (MULTIPLE NSNS)  
(APR 2001) DSCC

(ii) The 'CONTRACT MAXIMUM' for the entire solicitation quantity will be 27,940 for the base contract period and each individual option period, which is the total of the individual maximum quantities or dollar estimates for all NSNs.

(iii) The 'CONTRACT MINIMUM' for the entire solicitation quantity will be 645 for the base contract period and each individual option period, which is the total of the individual minimum quantities or dollar estimates for all NSNs. The contract minimum applies to the entire range of items solicited and does not guarantee that the Government will purchase any particular quantity or dollar amount of any NSN.

I16D20 52.216-9C20 ESTIMATED TOTAL QUANTITY (AUG 2001)  
DSCC

a. The estimated total quantity the Government expects to order during each contract year is as follows:

CLIN(s)	Quantity
0001	6,012
0002	6,012
0003	1,245
0004	1,245

b. In the event this solicitation provides for a partial set-aside the estimated total quantity for the set-aside portion is as provided in the clause entitled 'Set-Aside Portion' set forth in Section I of the solicitation.

NOTE: It is anticipated that the quantities listed will

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remain constant for the additional option term indicated in Clause I17D01 (DSCC 52.217-9C13), I17D04 (DSCC 52.217-9C12), or I17D03 (DSCC 52.217-9C05).

I17C03 52.217-9006 LIMITATIONS ON SURGE AND SUSTAINMENT (S&S) INVESTMENTS (JUL 1999) DLAD

The contractor shall limit investments in surge and sustainment (S&S) materials or other S&S capabilities paid for through DLA's industrial preparedness funds in the following ways:

- (a) These investments can only be made to meet S&S requirements in support of major theatre warfare or smaller scale contingencies. They cannot be made to meet spikes in peacetime demand, nor to meet peacetime level quantities supplied during a contingency.
- (b) Investments shall not be made when substitute items or alternate manufacturing processes are available.
- (c) Investments must be the most cost-effective means of ensuring S&S capability.
- (d) Investments shall be made only for raw materials and partially finished parts needed to provide long lead-time items in shorter time frames. Investments in finished parts or in support of items with short lead-times cannot be made.
- (e) Only when the level of DLA and MILSVC (when MILSVC customer base is limited) assets related to the specific customer base served under the contract, and commercial inventories and production capacities in the contractor's supplier base are insufficient to meet both peacetime and S&S requirements, should S&S investments in materials be made.
- (f) Investments shall not be made for MILSVC managed items.
- (g) S&S investments made shall not be used as a safety stock (i.e., to meet peacetime spikes in demand).
- (h) The contractor shall not access S&S investments for any purpose other than to support the contingencies indicated in paragraph a, unless such access has been authorized by the Contracting Officer in writing. Offerors/contractors shall describe any desired access to the S&S investments and consideration offered to the government for this access in their S&S proposals/S&S capability reports. However, written approval from the contracting officer must be provided prior to implementing any proposed access.

I17D04 52.217-9C12 EXTENSION OF CONTRACT PERIOD (OCT 2003) DSCC

b. If the Government exercises this option for extension of the contract term, the contract as extended shall be deemed to include this option clause. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

d. This clause will be used in evaluation of offer.

A 5 year contract (base year plus option year(s) is desired.

OFFEROR MUST CHECK THE FOLLOWING BLOCKS FOR OPTION YEARS:  
( ) (Vendor Fill-in) The Government's desired option is acceptable.

( ) (Vendor Fill-in) No option is acceptable.

( ) (Vendor Fill-in) option years are acceptable.

NOTE: Failure to accept option years as requested may result in rejection of offer.

I19A06 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003) FAR

I22A01 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR

I22A04 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (SEP 2000) FAR

I22A15 52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JUN 2004) FAR

I22A16 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996) FAR

I22A17 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR

I22A18 52.222-26 EQUAL OPPORTUNITY (APR 2002) FAR

I22A21 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003) FAR

I22A22 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) FAR

I22A24 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) FAR

I22A26 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) FAR

I23A01 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) FAR

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

(If none, insert 'None')

Material

(Vendor Fill-in)

Identification No.

(Vendor Fill-in)

I23A04 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR

I23A06 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED PRODUCTS (AUG 2000) FAR

(b)(2) Submit this estimate to Defense Supply Center, Columbus, DSCC- (see ADMINISTERED BY block on face of award document) PO Box 16704, Columbus, OH 43216-5010

I23A09 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) FAR

Warning Contains (or manufactured with, if applicable)

(Vendor Fill-in),

a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

I23C01 52.223-9000 MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (MAR 1992) DLAD

I25A04 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003) FAR

I25B01 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003) DFARS

I25B23 252.225-7036 BUY AMERICAN ACT--FREE TRADE AGREEMENTS -- BALANCE OF PAYMENTS PROGRAM (JAN 2004) DFARS

I25B28 252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997) DFARS

I27D05 52.227-9C04 DATA - ENGLISH LANGUAGE (JUL 1984) DSCC

I29A02 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003) FAR

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

I32A06 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) FAR

I32A07 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984) FAR

I32A08 52.232-11 EXTRAS (APR 1984) FAR

I32A13 52.232-17 INTEREST (JUN 1996) FAR

I32A19 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) FAR

I32A20 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) FAR

ALT I (APR 1984) FAR

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I32A22 52.232-25 PROMPT PAYMENT (OCT 2003) FAR  
I32A28 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER  
-CENTRAL CONTRACTOR REGISTRATION (OCT 2003) FAR  
I32B02 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT  
REQUESTS (JAN 2004) DFARS  
I33A01 52.233-1 DISPUTES (JUL 2002) FAR  
I33A03 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR  
I33C01 52.233-9001 DISPUTES: AGREEMENT TO USE  
ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD  
(c) If you wish to opt out of this clause, check here  
( ) (Vendor Fill-in).  
I39C01 52.239-9000 Y2K COMPLIANCE NOTICE (JUN 2002)  
DLAD  
I42A07 52.242-12 REPORT OF SHIPMENT (REPSHIP)  
(JUN 2003) FAR  
I42A08 52.242-13 BANKRUPTCY (JUL 1995) FAR  
I42B04 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)  
DFARS  
I43A01 52.243-1 CHANGES -- FIXED PRICE (AUG 1987)  
FAR  
I43B01 252.243-7001 PRICING OF CONTRACT MODIFICATIONS  
(DEC 1991) DFARS  
I43B02 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT  
(MAR 1998) DFARS  
I44A05 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS  
(MAY 2004) FAR  
I44B01 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS  
AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)  
DFARS  
I46A17 52.246-23 LIMITATION OF LIABILITY (FEB 1997)  
FAR  
I47A02 52.247-63 PREFERENCE FOR U.S. - FLAG AIR CARRIERS  
(JUN 2003) FAR  
International air transportation of persons (and their  
personal effects) or property by U.S.-flag air carrier was  
not available or it was necessary to use foreign-flag air  
carrier service for the following reasons (see section 47.403  
of the Federal Acquisition Regulation): [State reasons]:  
(Vendor Fill-in)  
(Vendor Fill-in)  
I47B02 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA  
(MAY 2002) DFARS  
I48A01 52.248-1 VALUE ENGINEERING (FEB 2000) FAR  
I48D01 52.248-9C01 CONFIGURATION CONTROL - ENGINEERING  
CHANGES, DEVIATIONS AND WAIVERS (OCT 2000) DSCC  
I49A03 52.249-2 TERMINATION FOR CONVENIENCE OF THE  
GOVERNMENT (FIXED-PRICE) (MAY 2004) FAR  
I49A15 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND  
SERVICE) (APR 1984) FAR  
I49C01 52.249-9000 ADMINISTRATIVE COSTS OF  
REPROCUREMENT AFTER DEFAULT (MAY 1988) DLAD  
I49D01 52.249-9C01 ADDENDUM TO DLAD 52.249-9000,  
ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT  
(JAN 2004) DSCC  
The Contractor and the Government expressly agree that, in  
addition to any excess costs of repurchase, as provided in  
paragraph (b) of the 'Default' clause of the contract, or any  
other damages resulting from such default, the Contractor  
shall pay, and the Government shall accept, the  
sum of \$2949.00 as payment in full for the administrative  
costs of such repurchase.

I52A01 52.252-2 CLAUSES INCORPORATED BY REFERENCE  
(FEB 1998) FAR

Also, the full text of a clause may be  
accessed electronically at this/these address(es):  
<http://www.dla.mil/j-3/j-336/icps.htm>

I52A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES  
(APR 1984) FAR

(a) The use in this solicitation or contract of any Federal  
Acquisition Regulation (48 CFR Chapter 1) clause with an  
authorize deviation is indicated by the addition of  
'(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any  
DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an  
authorized deviation is indicated by the addition of  
'(DEVIATION)' after the name of the regulation.

I53A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)  
FAR

## SECTION J

J15D01 LIST OF DOCUMENTS, EXHIBITS, AND OTHER  
ATTACHMENTS:

This solicitation consists of documents and attachments  
identified by an 'X' in the space provided and made a part  
hereof.

ATCH, FM NO.	NAME	DATE
(X) DD FM 1707	Information to (Cover Sheet)	
	Offerors or Quoters	MAR 90
(X) SF 33	Solicitation, Offer and Award	Rev 4-85
(X) ---	Section B	---
(X) ---	Sections C through M	---
( ) ---	Interim Amend. No.	---
( ) ---	Quality Assurance Provision (QAP)	
	No.	
---		
(X) SF 1448	Proposal Cover Sheet (Cost or Pricing Data Not Required)	10-95
( ) DSCC FM 1650	Freight Shipping Information - Mode of Shipment	AUG 73
( ) Form CASB-CMF	Facilities Capital Cost of Money Factors	---
( ) DD Form 1861	Contract Facilities Capital Cost of Money	APR 95
( )		
( )		
( )		
( ) DD FM 1423	Contract Data Requirement List	JUN 90
	EXHIBIT No.	
---	w/ATCH No.	
---	EXHIBIT No.	
---	w/ATCH No.	
---	EXHIBIT No.	
---	w/ATCH No.	
---	EXHIBIT No.	
---	w/ATCH No.	
( ) DD FM 254	Contract Security Classification Specification	DEC 99

J15D06 52.215-9C06 NOTICE TO CONTRACTORS AND DEFENSE  
FINANCE AND ACCOUNTING SERVICES (DFAS) (OCT 1999) DSCC

-- Sections K, L, and M, will be deleted from any resulting  
award per FAR 15.204-1. Therefore, the page numbers indicated  
on the front of the award and on the last page of the  
Continuation Sheet will not reflect the actual number of pages  
in the award document.

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## SECTION K

K03A01 52.203-2 CERTIFICATE OF INDEPENDENT PRICE  
DETERMINATION (APR 1985) FAR

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision

(Vendor Fill-in)  
[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

K03A02 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING  
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  
(APR 1991) FARK04A01 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)  
FAR

(d) Taxpayer Identification Number (TIN).

( ) TIN:

(Vendor Fill-in).

- ( ) (Vendor Fill-in) TIN has been applied for.  
( ) (Vendor Fill-in) TIN is not required because:  
( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;  
( ) Offeror is an agency or instrumentality of a foreign government;  
( ) Offeror is an agency or instrumentality of a Federal Government;  
( ) Other. State basis.

(Vendor Fill-in)

(e) Type of organization.

- ( ) (Vendor Fill-in) Sole proprietorship;  
( ) (Vendor Fill-in) Partnership;  
( ) (Vendor Fill-in) Corporate entity (not tax-exempt);  
( ) (Vendor Fill-in) Corporate entity (tax-exempt);  
( ) (Vendor Fill-in) Government entity (Federal, State, or local);  
( ) (Vendor Fill-in) Foreign government;  
( ) (Vendor Fill-in) International organization per 26 CFR 1.6049-4;  
( ) Other

(Vendor Fill-in).

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

( ) Name and TIN of common parent:

Name

(Vendor Fill-in)

TIN

(Vendor Fill-in)

K07A01 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES  
(AUG 1987) FAR

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

## OFFEROR RECOMMENDATIONS

ITEM

(Vendor Fill-in)

QUANTITY

(Vendor Fill-in)

PRICE QUOTATION

(Vendor Fill-in)

TOTAL

(Vendor Fill-in)

K09A01 52.209-5 CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY  
MATTERS (DEC 2001) FAR

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ( ) (Vendor Fill-in) are not ( ) (Vendor Fill-in) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) (Vendor Fill-in) have not ( ) (Vendor Fill-in), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing

a public (Federal, state, or local) contract or subcontract, violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) (Vendor Fill-in) are not ( ) (Vendor Fill-in) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a) (1) (i) (B) of this provision.

(ii) The Offeror has ( ) (Vendor Fill-in) has not

( ) (Vendor Fill-in), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

K09B01 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL  
BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)  
DFARSK09B02 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL  
BY A FOREIGN GOVERNMENT (SRP 1994) DFARSK19A01 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS  
(APR 2002) FAR

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 332994.

(2) The small business size standard is

500

(3) The size standard for non-manufacturers is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ( ) is, ( ) is not (Vendor Fill-in) a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.)

The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not (Vendor Fill-in) a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.)

The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.)

The offeror represents as part of its offer that it ( ) is, ( ) is not (Vendor Fill-in) a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not (Vendor Fill-in) a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b) (1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not (Vendor Fill-in) a HUBZone small business concern listed, on the date of this

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representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not (Vendor Fill-in) a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]

(Vendor Fill-in)  
Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

**K19A02 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALT I (APR 2002) FAR**

(7) (Complete when acquisition value is estimated at greater than \$25,000 and offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). The offeror shall check the category in which its ownership falls:

( ) (Vendor Fill-in) Black American.  
( ) (Vendor Fill-in) Hispanic American.  
( ) (Vendor Fill-in) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).  
( ) (Vendor Fill-in) Asian-Pacific American.  
( ) (Vendor Fill-in) Subcontinent Asian (Asian-Indian), American.  
( ) (Vendor Fill-in) Individual/concern, other than one of the preceding.

**K22A01 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001) FAR**

Listed End Product	Listed Countries of Origin
Bamboo	Burma
Beans (including Yellow, soya, green beans)	Burma
Bricks (hand-made)	Burma
Chilies	Burma
Corn	Burma
Pineapples	Burma
Rice	Burma
Rubber	Burma
Shrimp (aquaculture)	Burma
Sugarcane	Burma
Teak	Burma

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

( ) (Vendor Fill-in) (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

( ) (Vendor Fill-in) (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**K22A02 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) FAR**

The offeror represents that --

(a) It ( ) (Vendor Fill-in) has, ( ) (Vendor Fill-in) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ( ) (Vendor Fill-in) has, ( ) (Vendor Fill-in) has not filed all required compliance reports

**K22A03 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) FAR**

The offeror represents that --

(a) It ( ) (Vendor Fill-in) has developed and has on file, ( ) (Vendor Fill-in) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ( ) (Vendor Fill-in) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K22A04 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001) FAR****K22D01 ADDENDUM TO FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (DEC 2003) DSCC**

Offeror represents that he ( ) has, ( ) (Vendor Fill-in) has not, 50 or more employees.

**K23A01 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997) FAR****K23A02 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JUN 2003) FAR**

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

( ) (Vendor Fill-in) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

( ) (Vendor Fill-in) (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

( ) (Vendor Fill-in) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (Vendor Fill-in) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

( ) (Vendor Fill-in) (v) The facility is not located within any State of the United States or its outlying areas.

**K25B01 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE 252.225-7000 (APR 2003) DFARS**

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number: \_\_\_\_\_ (Vendor Fill-in)

Country of Origin (If known): \_\_\_\_\_ (Vendor Fill-in)

(3) The following end products are other foreign end products:

Line Item Number: \_\_\_\_\_ (Vendor Fill-in)

Country of Origin (If known): \_\_\_\_\_ (Vendor Fill-in)

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K25B04 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL  
(APR 2003) DFARS

K25B05 252.225-7035 BUY AMERICAN ACT--FREE TRADE  
AGREEMENTS BALANCE OF PAYMENTS PROGRAM CERTIFICATE  
(JAN 2004) DFARS

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Line Item Number)

(Vendor Fill-in)

(Country of Origin)

(Vendor Fill-in)

(ii) The Offeror certifies that the following supplies qualify as FTA country end products:

(Line Item Number)

(Vendor Fill-in)

(Country of Origin)

(Vendor Fill-in)

(iii) The following supplies are other foreign end products:

(Line Item Number)

(Vendor Fill-in)

(Country of Origin)

(Vendor Fill-in)

K27A01 52.227-6 ROYALTY INFORMATION (APR 1984) FAR

K47B01 252.247-7022 REPRESENTATION OF EXTENT OF  
TRANSPORTATION BY SEA (AUG 1992) DFARS

(b) Representation. The Offeror represents that it-

( ) (Vendor Fill-in) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

( ) (Vendor Fill-in) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

## SECTION L

L11A01 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L. (DEC 2003) FAR

L11A03 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990) FAR

As cited on the front page of this solicitation.

L11C01 52.211-9009 NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL (APR 2002) DLAD

L11D02 52.211-9C13 AVAILABILITY OF DRAWINGS (JAN 2003) DSCC

The primary source for drawings, which support DSCC solicitations, is the DSCC Bid set Interface (DBI) website. The website is available through the DSCC Internet Bid Board System (DIBBS). All drawings available on the DBI website must be viewed and/or downloaded from the website. Requests for hard copy or CD-ROM copies of drawings that are available on DBI will be returned unprocessed.

Request for drawings that are listed on the DBI, as 'Restricted, Available to Authorized Vendors only', must be ordered by clicking on the 'Order via CD-ROM'. An automated order form will appear with the Solicitation Number, Return by Date and NSN populating the first three fields of the form for your convenience. It is important that the 'Certification

Number and Certification Date' are completed on the form. Failure to provide complete information will cause delays in issuance of the requested drawing(s). All requests for restricted drawings will be provided on CD-ROM. Allow seven days for receipt of the CD. If you have any questions about your order after seven days call 614-692-1204.

To assist us in operating this website feature, we have

established a vendor-interactive e-mail address at dbi-drawings(at)dsccl.dla.mil. If you are reading solicitations and accessing available bid sets and discover a discrepancy between what is listed in the 'Item Description' of the solicitation and what is available in the bid set drawing list, we request that you send an e-mail message describing the discrepancy. You may advise us in instances such as, 'wrong revision level in the DBI', 'drawing(s) in the solicitation, but none in DBI', or 'additional drawings in the solicitation and not available in DBI'.

CAUTIONARY NOTE: It is your responsibility to make sure that you obtain and use the drawings and revision levels that are called out in the solicitation.

If you have any questions about the operation of the DBI website (drawing questions only), call 614-692-3207 or 614-692-1204.

FOR LONG TERM CONTRACTS, WITH MULTIPLE NSNS, THAT REQUIRE DRAWINGS.

To obtain the CD-ROM drawings contact the Long Term Contract Drawing Monitor via email: Leonard.gutter(at)dla.mil. Questions or comments may be directed to Leonard Gutter at 614-692-2306. Government Specification can be acquired through

the Acquisition Streamlining and Standardization Information System (ASSIST) at <http://assist.daps.dla.mil>.

The Government does not supply Commercial (non-government) Specification and Standards. It is the responsibility of the contractor to obtain these.

L15A05 52.215-5 FACSIMILE PROPOSALS (OCT 1997) FAR

L15D01 52.215-9C01 ALL OR NONE (JAN 1992) DSCC

(a) INDIVIDUAL CLIN(s) - For the individual Contract Line Item Numbers (CLINS) listed below, offers must be submitted on the total quantity of each CLIN and offers for a part of the quantity of any listed CLIN will be rejected. (For Data CLINS, see provision M17C01 - DLAD 52.217-9000, Data Pricing Evaluation and Award) CLIN(s) All

(b) CLIN GROUP(s) For each group of Contract Line Item Numbers (CLINS) listed below, offers must be submitted on the total quantity of all CLINS within each group, and offers for less than the total quantity comprising the CLIN group will be rejected. (For Data CLINS, see provision M17C01 - DLAD 52.217-9000, Data Pricing Evaluation and Award) CLIN GROUP(s)

L16A01 52.216-1 TYPE OF CONTRACT (APR 1984) FAR

The Government contemplates award of a

[X] FIRM FIXED PRICE

[ ] FIXED PRICE/ECONOMIC PRICE ADJUSTMENT

[ ] FIXED PRICE/PRICE REDETERMINATION

contract resulting from this solicitation.

L16A02 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995) FAR

L17C02 52.217-9003 MANUFACTURING OR PRODUCTION INFORMATION (FEB 1996) DLAD

L17D04 52.217-9C26 SURGE AND SUSTAINMENT (S&S) EVALUATION FACTOR (JUL 2001) DSCC

Instructions to offerors:

Describe the capability to initially ramp up (i.e., surge) and to sustain an increased pace of supplies to meet the surge requirements identified in Section B of this solicitation. The initial plan is merely a part of your proposal.

Address the following subfactors:

1) Explain the methodology for enabling visibility of supplier base resources as it relates to the S&S requirements on a continuing basis. Include any on-line access to suppliers' inventory and production information systems.

2) Identify the supplier base inventories, production capability, or any other means of S&S support that are available to meet S&S requirements. Based on this identification, describe your strategies for meeting the S&S

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requirements in the solicitation, and explain how these strategies will be applied to the S&S items in this solicitation.

3) Describe any agreements with suppliers that reflect access to the supplier base resources, including any commitments to hold rotating amounts of assets, time frames for delivering these assets; any commitments to provide access to production capabilities, and time frames for this access.

4) Describe any access to and plans for coordinating distribution (receiving, storing, packaging, and issuing) and transportation services needed to meet S&S requirements. Include any agreements with suppliers of these services, and the time frame for the services to be provided.

5) Identify the S&S items under this solicitation that may be difficult to provide for quick initial ramp-up and elevated demand levels for sustainment. State the reasons for the difficulties and describe a proposed solution (for example, obtaining and storing raw materials or component parts, obtaining production tooling needed to expand production) for overcoming the difficulties, etc.).

6) Clearly identify any significant investments (dollars) needed to develop S&S capability. The total cost of the investment shall be identified in CLIN 6002. For those S&S investments, explain why the investment is needed, what you propose purchasing, the basis for the investment cost, and the S&S capability to be gained. For investments proposed to effect S&S strategies, include an analysis of what S&S strategies were considered, and why the proposed strategies are the most cost-effective.

7) For items the contractor knows are readily available and accessible in sufficient quantities to meet the S&S requirements, a contractor-signed statement may be used in lieu of obtaining more extensive S&S assessment information. This statement shall contain the contractor's rationale for concluding that an S&S item is readily available, identification of the method of access to those items, identification of the delivery terms and the projected lead-times for the S&S items. The statement shall also be accompanied by a description of access to and plans for, coordinating distribution and transportation services for meeting S&S requirements.

L33A01 52.233-2 SERVICE OF PROTEST (AUG 1996) FAR

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

CONTRACTING OFFICER: DONALD P. TAM  
DSCC-LECB

P.O. Box 3990  
Columbus, OH 43218-3990

TELEPHONE: (614) 692-1592

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

L33C01 52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

L45D01 52.245-9C03 GOVERNMENT PRODUCTION AND RESEARCH  
PROPERTY (APR 1985) DSCC

L52A01 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY  
REFERENCE (FEB 1998) FAR

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):  
<http://www.dla.mil/j-3/j-336/icps.htm>

L52A02 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS  
(APR 1984) FAR

(b) The use in this solicitation of any DoD FAR Supplement

(DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

## SECTION M

M11C01 52.211-9003 CONDITIONS FOR EVALUATION OF OFFERS  
OF GOVERNMENT SURPLUS MATERIAL (APR 2002) DLAD

M14C01 52.214 9002 TRADE DISCOUNTS (JUN 1983) DLAD

M15D03 52.215-9C10 AUTOMATED BEST VALUE SYSTEM (ABVS)  
(NOV 2003) DSCC

M17D03 52.217-9C24 SURGE AND SUSTAINMENT (S&S)  
EVALUATION (JUL 2001) DSCC

## Evaluation for Award:

The Government will evaluate the proposed S&S capability assessment based upon the contractor's ability to meet the stated S&S requirements and the thoroughness of the solutions provided to rectify any identified shortfalls (if applicable). Surge CLIN price(s) will be evaluated for reasonableness but will not be included in the overall comparative price evaluation.

The highest rating will be given those offerors who are able to demonstrate that they can meet the following criteria in response to those factors and subfactors described under Instructions to Offerors.

1) On-line access within short time frames and use of automated tools for analysis is preferred for enabling visibility of supplier base resources as it relates to the S&S requirements on a continuing basis, over less automated methodologies.

2) Detailed information on the identification of the supplier base inventories, production capability, or any other means of S&S support that are available to meet S&S requirements for each NSN or item grouping is preferred over general information.

3) Well-defined agreements with suppliers that reflect access to the supplier base resources, including any commitments to hold rotating amounts of assets, time frames for delivering these assets; are preferred over incomplete less defined agreements or plans to make these agreements.

4) Well-defined agreements and coordination plans for coordinating distribution (receiving, storing, packaging, and issuing) and transportation services needed to meet S&S requirements are preferred over incomplete coverage, and less defined agreements and coordination plans.

5) Comprehensive identification, sound rationale and cost-effective solutions for the S&S items under the solicitation that may be difficult to provide for quick initial ramp-up and elevated demand levels for sustainment difficulties, is preferred over less detailed information.

**SECTION L**  
**INSTRUCTIONS TO OFFERORS**

Proposals will be evaluated in terms of both price and other evaluation factors in accordance with the evaluation criteria contained in this solicitation. Offerors should thoroughly read and understand the terms and conditions contained in the solicitation. Failure to provide any information requested in the solicitation, may render the offeror's proposal technically unacceptable and preclude it from any further consideration for contract award. Offerors should ensure that the information contained in their proposal is factual, accurate and complete. If the Government accepts the offer, it will contractually bind the successful offeror to the terms and conditions of the solicitations.

In addition to price, the Government will evaluate other business/technical factors in accordance with the evaluation criteria contained in the solicitation. These factors are deemed essential in order to determine the offer that best meets the Government's needs.

**1. PRICE**

Offerors shall submit a pricing proposal for the item(s) identified in the RFP's supplies or services with the offeror's insertions of its proposed prices for each contract line item on which the offeror is making a proposal.

**2. PAST PERFORMANCE**

**Automated Best Value System (ABVS)**

Each offeror will be assigned an ABVS score based upon its past performance.

**Past Performance:**

Past Performance information is maintained for performance under all procurements with the Defense Logistics Agency (DLA). \*\* Overall performance is evaluated as is performance in each Federal supply Class (FSC). This information is used to generate ABVS ratings, which are based on the following indicators:

**Delivery Delinquencies**

- Number
- Severity
- Contractor Caused Terminations, Cancellations, and Withdrawals

For administrative purposes, the delivery rating period excludes the most recent 60 days. For ABVS purposes, delinquent lines represent shipments not shipped and/or received in their entirety by the Contract Delivery Date (CDD).

**Quality Complaints**

- Product Nonconformance/Laboratory Test Failures
- Packaging Non-conformances

For administrative purposes, the quality rating period excludes the most recent 30 days.

\*\* The Defense Logistics Agency is developing and installing a new suite of commercial business software we call Business Systems Modernization (BSM). BSM will replace the old material management systems with the best of today's business applications. The first phase of BSM that will affect both DLA and our business partners is called the Concept Demonstration. This Concept Demonstration will use actual BSM software, real time data and actual transactions such as solicitations and awards. But because of the new software being tested, certain processes will change during the test and one of the most important is the change in ABVS. The collection of past performance information for certain NSNs in ABVS has been changed by the new software and will be affected by this Concept Demonstration beginning in July 2002.

Beginning in August 2002, ABVS will not collect performance information on NSNs that are included in this BSM test. The performance data for quality and delivery performance from new contract awards for these NSNs will not be used in the calculation of FSC scores. The contract line items will also not be included in the total number of contract line items on which the FSC score is based. Subsequently, the DLA score, which is a compilation of the FSC scores, will not include performance data from new awards on these NSNs. For NSNs which are not in the BSM test, ABVS will continue to work as it does today.

A BSM Release One Inquiry Menu has been created which allows vendors to determine if a particular FSC or NSN is included in the initial release at [https://www.webflis.dlis.dla.mil/WEBFLIS/ASP/scripts/Public\\_BSM.asp](https://www.webflis.dlis.dla.mil/WEBFLIS/ASP/scripts/Public_BSM.asp). Awards not included in the ABVS performance data can be identified by contract numbers beginning with SPMXXX or SPEXXX, in lieu of SPOXXX. All current DLA Long Term Contracts (LTCs) with NSNs in the BSM test will be modified changing the contract number to SPMXXX. Delivery orders issued against non-DLA Basic Ordering Agreements (BOAs) and LTCs will have delivery order numbers starting with YM.

This change also means that your ABVS score in BSM will be your DLA score only; the FSC score will not be visible. This initial release will provide an opportunity for DLA, our customers, and our suppliers to use the new technology and processes to improve our supply chain effectiveness. Further information is found at the "BSM Supplier Information Resource Center" and the link is <http://www.dla.mil/j-6/bsm/sirc/>.

**NOTE :** The above 60 and 30 day offset periods are NOT grace periods.

ABVS rating does not determine an offeror's award eligibility, or technical acceptability, nor does it constitute a responsibility or non-responsibility determination.

By accessing the DSCC Internet Bid Board System (DIBBS), (<http://dibbs.dsccols.com/>), each offeror will be provided the opportunity to review their ABVS scores and negative historical performance data. For any questions or challenges to negative performance data, please forward requests/challenges to an ABVS Administrator at the below cited address, or telephone/fax an Administrator at one of the provided numbers:

Mail request to:  
Defense Supply Center, Columbus  
ATTN: DSCC-PAMB  
P.O. Box 3990  
Columbus, OH 43216-5010

Telephone Numbers:  
(614) 692-1381  
(614) 692-3383  
Facsimile (FAX) Number: (614) 692-4170

When a discrepancy between contractor data and Government data occurs, the Government will make every effort to resolve the discrepancy expeditiously. However, the Government may make an award decision despite the existence of an unresolved challenge. The Government is the final authority for resolution of disputed data and its use in the source selection process.

#### Other Past Performance Information:

The offeror may provide past performance information, as follows, for consideration along with the offeror's ABVS score, in evaluating past performance:

- (a) A list of contracts, commercial or government, performed within the past two years, limited to three (3) government and three (3) commercial contracts for the same or similar items. The offeror shall provide or include a point of contact (POC), address, telephone number, an average dollar amount of the contract per annum, the period of performance, and a sample listing of the items provided for under the commercial contracts. For any government contracts, provide the government agency, a (POC), telephone number, appropriate contract number, estimated dollar value of the contract, period of performance, and a sample listing of the items provided. The Government reserves the right to limit the number of references it decides to contact.
- (b) A listing of any "problems" or discrepancies (includes shortages, overages, damages, defects, or misshipments, etc.) experienced within the past year for the contracts or customers reported in reference to paragraph 1a. Include a brief description of how these problems were addressed and remedied.

The offeror shall describe the extent of its past performance in subcontracting with small, small disadvantaged, women-owned small business concerns, and JWOD entities, in the past two years for the contracts reported in response to paragraph 1 above. The offeror shall also describe the extent of its past participation in the DLA Mentoring Business Agreements Program.

### **3. DELIVERY**

See Section F and page 3 of the solicitation for time, place and method of delivery or performance.

### **4. SURGE AND SUSTAINMENT**

Information may be required from the offeror as specified in provision L40, Surge and Sustainment (S&S) Evaluation Factor.

### **5. SOCIOECONOMIC CONSIDERATIONS:**

In addition to the socioeconomic proposal required under L29, DLAD 52.215-9002, the offeror may propose participation by Historically Black Colleges and Minority Institutions.

### **6. MENTORING BUSINESS AGREEMENTS PROGRAM -**

The offeror shall describe, as part of its proposal, its current or proposed participation in the DLA Mentoring Business Agreements (MBA) Program. Participants:

Cite your criteria for selecting a firm with whom to mentor. In addition provide the following information with all submissions:

- a. Name, address, and office/plant location for offeror and potential small business concern participants.
- b. Point of contact, job title, and phone number of all personnel involved in the development and oversight of any agreement from both parties. The Government reserves the right to limit the number of references it decides to contact.
- c. The number of people employed by the small business concern.
- d. Plans which identify new business ventures rather than expansion of existing agreements are preferred.
- e. The mentoring plan shall specifically identify the areas of development assistance (i.e. management/technical) that will be provided. Provide a discussion of the areas chosen for mentoring.
- f. Describe the scope of the plan (i.e. whether the plan will be specifically related to the requirements contained in this solicitation or will the plan cover other government and commercial contracts).
- g. The offeror shall identify and describe the management control techniques that will be used to ensure compliance with any MBA requirement in any contract resulting from this solicitation. This should include the record keeping communication techniques and the methods to be used to control track performance.

Program Objectives:

Provide a chart indicating the milestones for program implementation.

Discuss and describe the measurements or yardsticks that will be utilized to determine if program objectives and goals have been met. Projections of successful program measurements should result in:

- (i) an increase in the dollar value of subcontracts awarded to small business and small disadvantaged business concerns under DOD contracts;
- (ii) an improvement in the level of small business/small disadvantage business participation in DOD, other Federal agencies, and commercial contracting opportunities.

**7. JWOD (Javits-Wagner-O-Day Entity Proposal) PROGRAM FACTORS**

The offeror may provide a proposal as required under L39, DLAD 52.215-9004.

**FOR MULTIPLE AWARD IQ:****SUBSEQUENT ORDERS**

Orders issued under contract(s) resulting from this solicitation will initially be placed to meet each contract(s) minimum quantity or dollar requirements. All subsequent orders will be awarded on the basis of Best Value, considering the following factors, ranked in descending order of importance (applies to orders issued over \$2,500.00).

**1. PRICE****2. PAST PERFORMANCE****a. Delivery**

The ability to deliver a quality product on earlier orders and compliance with delivery schedules will be considered.

**b. Socioeconomic Support**

Success in implementation of proposed socioeconomic support programs.

**c. DLA Mentoring Business Agreement**

Success in carrying out proposed DLA Mentoring Business Agreement program.

**d. JWOD**

Success in the implementation of JWOD Program (See Provision L39).

**NOTES:**

The competition requirements set forth in FAR Part 6 do not apply to placement of individual delivery orders.

The quantities on each requirement may be divided among more than one contractor. Evaluation will be based upon current information available at the time of placement of the order.

Complaints about the placement of individual delivery orders will be reviewed by the DSCC competition advocate, Mr. Carl Jura, DSCC-PC, (614)-692-4124 or FAX (614)-692-3810.

**SECTION M****EVALUATION FACTOR FOR AWARD****General Basis for Award:**

( ) **Multiple Awards:** The Government intends to make an award to the offeror that represents the best value to the Government. Additional awards may be made to offeror(s) representing the next best value(s). Award(s) will be made in the combination that will assure the Government needs in terms of delivery, quality, and price will be met during the life of the contract(s). However, the government will award no more than \_\_\_\_ contracts per NSN or CLIN groups as a result of the resolicitation.

( X ) **Single Awards:** The award of each item of supply specified in this solicitation will be made to the responsible offeror whose offeror conforms with the solicitation and is most advantageous to the Government. In making the best value determination, the Government will make a comparative assessment of the offerors.

All proposals will be evaluated to determine that the offered price(s) reflects a technical understanding of the requirement and those considered unrealistic may be rejected.

**Evaluation Factors:**

The Government will base the determination of best value on a comparative assessment of the offeror's prices, past performance, and other evaluation factors as identified in this solicitation. The determination of best value also considers the relative importance of the evaluation factors. All evaluation factors when combined are:

( X ) approximately equal to price; or

( ) significantly less important than price. As the evaluated price becomes more equal, relative importance of all other evaluation factors become more significant.

( ) significantly more important than price. As other evaluation factors become more equal, the evaluated price becomes more important.

The final award decision may be made through a trade-off between price and the non-price factors.

The following factors, ranked in descending order of importance, will be considered in the evaluation of proposals received under this solicitation:

1. Price
2. Past Performance
3. Proposed Delivery
4. Surge and Sustainment
5. Socioeconomic Support
6. DLA Mentoring Business Program
7. JWOD Program

**1. PRICE:**

The offered price will be evaluated as adjusted by price related evaluation factors identified in this solicitation together with the following:



☒ **M08** – Weighted Average Price Evaluation Method (DSCC 52.215-9C19) (SEP 2000)

☒ **M12** – Evaluation of Offers for Indefinite Delivery Type Solicitations (DSCC 52.216-9C07) (MAY 2003)

☐ **Other**

The Government will also evaluate the reasonableness of offered prices.

## **2. PAST PERFORMANCE EVALUATION FACTORS:**

Past performance includes but is not limited to, the offeror's record of conforming to specifications, to the standards of good workmanship, adherence to contract schedules, commitment to customer satisfaction, and cooperative behavior. The Government will use the past performance evaluation factors marked below:

- ☒ Automated Best Value System (ABVS) (as defined below)
- ☐ Socioeconomic Support
- ☐ DLA Mentoring Business Program
- ☐ JWOD

### **ABVS**

The government will consider the offeror's ABVS score\*\* and any other information provided relating to the offeror's performance (see Section L). The Government will review and evaluate the offerors reputation for conforming to specifications, to the standards of good workmanship, adherence to contract schedules, commitment to customer satisfaction, and cooperative behavior.

The Government may solicit information from an offeror's customers and business associates; federal, state, and local government agencies; and from other persons and organizations as deemed necessary. The Government reserves the right to limit the number of references it decides to query and to contact references other than those provided by the offeror.

An offeror's ABVS rating is an indicator of performance risk and will be evaluated first on the basis of past performance in the same Federal Supply Class (FSC) as the supplies being solicited. The Contracting Officer may consider the volume of business on which the performance score is based as a measure of confidence in the FSC score. A vendor's overall score may also be evaluated when a satisfactory measure of confidence cannot be obtained from the FSC score or if a vendor has no FSC score. The Contracting Officer may also take into consideration any other available and relevant past performance data. An offeror with no performance history in any FSC procured by DLA will be identified as a new offeror and will not be scored by the ABVS on performance. However, any other available and relevant past performance data may be considered in rendering an award decision. Regardless, the status of being a new offeror will not be grounds for disqualification for an award. New offerors may be considered more favorably than scored offerors with a poor performance record. Also, the desirability of expanding the supplier base and possible competition enhancement in future procurements will be considered in the source selection decision when new offerors are present.

\*\* The Defense Logistics Agency is developing and installing a new suite of commercial business software we call Business Systems Modernization (BSM). BSM will replace the old material management systems with the best of today's business applications. The first phase of BSM that will affect both DLA and our business partners is called the Concept Demonstration. This Concept Demonstration will use actual BSM software, real time data and actual transactions such as solicitations and awards. But because of the new software being tested, certain processes will

change during the test and one of the most important is the change in ABVS. The collection of past performance information for certain NSNs in ABVS has been changed by the new software and will be affected by this Concept Demonstration beginning in July 2002.

\*\*Beginning in August 2002, ABVS will not collect performance information on NSNs that are included in this BSM test. The performance data for quality and delivery performance from new contract awards for these NSNs will not be used in the calculation of FSC scores. The contract line items will also not be included in the total number of contract line items on which the FSC score is based. Subsequently, the DLA score, which is a compilation of the FSC scores, will not include performance data from new awards on these NSNs. For NSNs which are not in the BSM test, ABVS will continue to work as it does today.

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This change also means that your ABVS score in BSM will be your DLA score only; the FSC score will not be visible. This initial release will provide an opportunity for DLA, our customers, and our suppliers to use the new technology and processes to improve our supply chain effectiveness. Further information is found at the BSM Supplier Information Center at <http://www.dla.mil/j-6/bsm/sirc/>. Additional information about ABVS and how to obtain your ABVS score can be found at <http://www.dscc.dla.mil/programs/abvm/>.

### **Socioeconomic Support, JWOD and DLA Mentoring Program**

Performance on prior contracts in subcontracting with small, small disadvantaged, historically black colleges and universities, minority institutions and women-owned small concerns, including compliance with the requirements of FAR 52.219-8 - Utilization of Small Business Concerns, FAR 52.219-9 - Small Business Subcontracting Plan, and DFARS 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts), will be considered. Use of JWOD entities and MBA performance under previous contract will also be considered.

**3. PROPOSED DELIVERY:** Offerors will be evaluated based on their offered delivery as compared to the government's required delivery. Preference may be given for offered deliveries that are shorter than the required delivery.

### **4. SURGE AND SUSTAINMENT**

See Provision M34, Surge and Sustainment (S&S) Evaluation

### **5. SOCIOECONOMIC PROPOSAL**

In addition to the information requested under provision L29 - DLAD 52.215-9002, which will be evaluated in accordance with provision M23 - DLAD 52.215-9003 as well as this provision, the extent of the proposed participation of historically black colleges and universities and minority institutions will be considered.

**6. MENTORING BUSINESS AGREEMENT PROGRAM**

See Provision M25 - DLAD 52.219-9002

**7. JWOD SUPPORT**

The information requested under provision L39 - DLAD 52.215-9004 will be evaluated in accordance with Provision M32 - DLAD 52.215-9005.

August 2003 version

1. **SCOPE.** This sheet covers the requirements for palletization of DSCC items or supply for handling, shipment, and storage.

2. **REFERENCED DOCUMENTS.** The following documents, of the issue in effect on the date of solicitation, form a part of this palletization sheet to the extent specified herein:

Specifications

FEDERAL

NN-P-71 Pallets, Material Handling, Wood Stringer Construction, 2-way and 4-way (Partial)

Standards

MILITARY

MIL-STD-147 Palletized Unit Load

(Copies of listed federal and military specifications, standards, and associated documents listed in the Department of Defense Index of Specifications and Standards (DODISS) should be obtained from DoD Single Stock Point, Commanding Officer, Naval Publications and Forms (Center, 5801 Tabor Ave., Philadelphia, PA 19120-5099).

3. **REQUIREMENTS.**

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when shipping containers are required to be skidded (see 3c) or a quantity of four shipping containers pallet exceeds the size or weight limitations for palletized loads (see 3a and 3b, as applicable). Shipments packed Level A or Level B shall be palletized in accordance with 3b.

a. Material may be palletized on commercial pallets provided the load meets the following requirements:

(1) The load does not exceed 52 inches in length or width, 54 inches in height, and 3,000 pounds.

(2) The load is prepared and secured in a manner that will ensure carrier acceptance and permit safe rehandling at destination.

b. Palletization shall comply with MIL-STD-147 and appendices there to modified as follows:

(1) Loads shall be stable and shall not exceed the size and overseas limitations of MIL-STD-147.

(2) Glued loads shall not be used.

(3) For Level A packing, pallets shall comply with NN-P-71, Type V, class 1, size 2, except softwood may be used and the size may be reduced to a minimum of 36 inches in length and 44 inches in width to properly fit the load.

(4) For Level B packing, pallets shall conform to NN-P-71, Type II, size 2, Type IV, or Type V, class 1, size 2. Wood used to construct pallets shall be group II, III, or IV, grade A, as specified in NN-P-71.

(5) Residual quantities of less than the quantity required for one course of the load need not be palletized.

c. Palletization is not required for shipping containers that are constructed with skids. Shipping containers, except drums, exceeding 70 pounds gross weight or 40 inches in length, shall be constructed with skids. Skids shall be a minimum of 3x4 inch (nominal) lumber and shall be securely attached to permit multiple re-handling at destination. Drums shall be palletized.

Prepared by: DSCC  
Columbus, OH  
43216-5000  
June 3, 1996